

AT&T Wholesale Agreement

**CMRS INTERCONNECTION AGREEMENT
BY AND BETWEEN
WORLDCALL INTERCONNECT, INC.
AND
SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T TEXAS**

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CMRS INTERCONNECTION AGREEMENT

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 for Commercial Mobile Radio Services (the "Agreement") is by and between Southwestern Bell Telephone Company d/b/a AT&T Texas (**AT&T TEXAS**) and Worldcall Interconnect, Inc. ("Carrier" also referenced as "Worldcall"), (a Texas corporation) and shall apply to the state of Texas.

WHEREAS, Carrier holds authority from the Federal Communications Commission to provide Authorized Services in the State, and provides Commercial Mobile Radio Services; and

WHEREAS, the Parties desire to enter into an agreement for the Interconnection of their respective networks pursuant to the Telecommunications Act of 1996 and other applicable federal, state and local laws; and

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

WHEREAS, this Agreement shall apply only to traffic that originates from or terminates to a Cellular Phone via Carrier acting in its capacity as a CMRS provider;

NOW, THEREFORE, the Parties hereby agree as follows:

This Agreement is composed of General Terms and Conditions, which are set forth below, together with certain Appendices, Schedules, Exhibits and Addenda which immediately follow this Agreement, all of which are hereby incorporated in this Agreement by this reference and constitute a part of this Agreement.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1 Capitalized Terms used in this Agreement shall have the respective meanings specified below and/or as defined elsewhere in this Agreement.
- 1.2 **"Access Tandem"** means a local exchange carrier switching system that provides a concentration and distribution function for originating and/or terminating traffic between a LEC end office network and IXC points of presence (POPs).
- 1.3 **"Act"** means the Communications Act of 1934 [47 U.S.C. 153], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.
- 1.4 **"Affiliate"** is as defined in the Act.
- 1.5 **"Ancillary Services"** means optional supplementary services such as directory assistance, N11, operator services, Service Access Codes (600, 700, 800 and 900 services, but not including 500 services) and Switched Access Services. Enhanced 911 ("E911") is not an Ancillary Service.
- 1.6 **"Ancillary Services Connection"** means a one-way, mobile-to-land Type 1 interface used solely for the transmission and routing of Ancillary Services traffic.
- 1.7 **"Answer Supervision"** means an off-hook supervisory signal sent by the receiving Party's Central Office Switch to the sending Party's Central Office Switch on all Completed Calls after address signaling has been completed.
- 1.8 **"Applicable Law"** means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including without limitation those relating to the environment or health and safety, of any Governmental Authority that apply to the Parties or the subject matter of this Agreement.
- 1.9 **"ASR"** ("Access Service Request") is an industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of Interconnection.
- 1.10 **"Accessible Letters"** are correspondence used to communicate pertinent information regarding AT&T TEXAS to the client/End User community.
- 1.11 **"AT&T Inc." (AT&T)** means the holding company which directly or indirectly owns the following ILECs: BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE; Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, and Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN. As used in this Agreement, AT&T refers to the AT&T Inc. ILECs only.
- 1.12 **"AT&T TEXAS"** – As used herein, AT&T TEXAS means Southwestern Bell Telephone Company d/b/a AT&T Texas, the applicable AT&T-owned ILEC doing business in Texas.
- 1.13 **"AT&T Transit Service Provider"** or ("AT&T-TSP") means as applicable AT&T TEXAS when providing its Transit Traffic Service.
- 1.14 **"Authorized Services"** means those services that each Party lawfully provides pursuant to Applicable Law.

- 1.15 **"Business Day"** means Monday through Friday, excluding holidays on which **AT&T TEXAS** does not provision new retail services and products in the State. A listing of **AT&T TEXAS** holidays is included on the AT&T Prime Access Website.
- 1.16 **"CCS"** ("Common Channel Signaling") means an out-of-band, packet-switched, signaling network used to transport supervision signals, control signals, and data messages. It is a special network, fully separate from the transmission path of the public switched network. Unless otherwise agreed by the Parties, the CCS protocol used by the Parties shall be SS7.
- 1.17 **"Cell Site"** means a transmitter/receiver location, operated by Carrier, through which radio links are established between a wireless system and Cellular Phones.
- 1.18 **"Cellular Phone"** means a device that can make and receive telephone calls over a radio link while moving around a wide geographic area by connecting to a CMRS provider's network.
- 1.19 **"Central Automatic Message Accounting (CAMA) Trunk"** means a trunk that uses Multi-Frequency (MF) signaling to transmit calls from Carrier's switch to an **AT&T TEXAS** E911 Selective Router.
- 1.20 **"Central Office Switch"** means a switch, including, but not limited to an End Office Switch, a Tandem Switch and a Remote End Office switch.
- 1.21 **"CLLI"** ("Common Language Location Identifier") codes provide a unique 11-character representation of a network interconnection point. The first 8 characters identify the city, state and building location, while the last 3 characters identify the network component.
- 1.22 **"Claim(s)"** means any pending or threatened claim, action, proceeding or suit.
- 1.23 **"CLASS Features"** ("Custom Local Area Signaling Service Features") means certain Common Channel Signaling based features available to End Users, including: Automatic Call Back; Call Trace; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.
- 1.24 **"CMRS"** ("Commercial Mobile Radio Service") is as described in the Act and FCC rules.
- 1.25 **"Commission"** means the applicable State agency with regulatory authority over Telecommunications.
- 1.25.1 **"PUC-TX"** means the "Public Utility Commission of Texas".
- 1.26 **"Completed Call"** means a call that is delivered by one Party to the other Party and for which a connection is established after Answer Supervision.
- 1.27 **"Consequential Damages"** means Losses claimed to have resulted from any indirect, incidental, reliance, special, consequential, punitive, exemplary, multiple or any other Loss, including damages claimed to have resulted from harm to business, loss of anticipated revenues, savings, or profits, or other economic Loss claimed to have been suffered not measured by the prevailing Party's actual damages, and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions.
- 1.28 **"Conversation MOU"** means the minutes of use that both Parties' equipment is used for a Completed Call, measured from the receipt of Answer Supervision to the receipt of Disconnect Supervision.
- 1.29 **"CPN"** ("Calling Party Number") means a Signaling System 7 "SS7" parameter whereby the ten (10) digit number of the calling Party is forwarded from the End Office.
- 1.30 **"Day"** means calendar day unless "Business Day" is specified.
- 1.31 **"DEOT"** means Direct End Office Trunk.
- 1.32 **"Digital Signal Level"** is one of several transmission rates in the time-division multiplex hierarchy including, but not limited to:
- 1.32.1 **"DS-0"** ("Digital Signal Level 0") is the 64 Kbps zero-level signal in the time-division multiplex hierarchy.

- 1.32.2 **"DS-1"** ("Digital Signal Level 1") is the 1.544 Mbps first-level signal in the time-division multiplex hierarchy.
- 1.33 **"Disconnect Supervision"** means an on-hook supervisory signal sent at the end of a Completed Call.
- 1.34 **"End Office Switch"** is a **AT&T TEXAS** Central Office Switch that directly terminates traffic to and receives traffic from End Users of local Exchange Services.
- 1.35 **"End User"** means a Third Party subscriber to Telecommunications Services provided by any of the Parties at retail, including a "roaming" user of Carrier's CMRS and CMRS network. As used herein, the term "End Users" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.
- 1.36 **"Equal Access Trunk Group"** means a trunk used solely to deliver Carrier's customers' traffic through an AT&T access tandem to or from an IXC, using Feature Group D protocols.
- 1.37 **"Exchange Service"** means Telephone Exchange Service as defined in the Act.
- 1.38 **"Facility"** means the wire, line, or cable used to transport traffic between the Parties' respective networks.
- 1.39 **"FCC"** means the Federal Communications Commission.
- 1.40 **"Governmental Authority"** means any federal, state, local, foreign or international court, government, department, commission, board, bureau, agency, official, or other regulatory, administrative, legislative, or judicial authority with jurisdiction over the subject matter at issue.
- 1.41 **"ILEC"** means Incumbent Local Exchange Carrier.
- 1.42 **"Intellectual Property"** means copyrights, patents, trademarks, trade secrets, mask works and all other intellectual property rights.
- 1.43 **"Interconnection"** means interconnection as required by the Act.
- 1.44 **"InterLATA Traffic"** is traffic meeting the definition of "InterLATA Service" as defined in §153(26) of the Act.
- 1.45 **"InterMTA Traffic"** means traffic to or from Carrier's network that originates in one MTA and terminates in another MTA (as determined by the geographic location of the cell site to which the mobile End User is connected).
- 1.46 **"IntraMTA Traffic"** means traffic which, at the beginning of the call, originates and terminates within the same MTA and is exchanged between the End User of **AT&T-21STATE** and the CMRS Provider End User.
- 1.47 **"IXC"** ("Interexchange Carrier") means, a carrier that provides, directly or indirectly, interLATA and/or intraLATA Telephone Toll Services.
- 1.48 **"LATA"** means Local Access and Transport Area as described in the Act.
- 1.49 **"LEC"** means "Local Exchange Carrier" as defined in the Act.
- 1.50 **"LERG"** ("Local Exchange Routing Guide") means a Telcordia Reference Document used by Telecommunications Carriers to identify NPA-NXX routing and homing information as well as network element and equipment designations.
- 1.51 **"Local Calls"** are Authorized Services Completed Calls that originate on either Party's network, that terminate on the other Party's network, that are exchanged directly between the Parties and that, at the beginning of the call, originate and terminate within the same MTA. "Local Calls" does not refer to the local calling area of either Party. In order to measure whether traffic comes within the definition of Local Calls, the Parties agree that the origination and termination point of the calls are as follows:
- (a) For **AT&T TEXAS**, the origination or termination point of a call shall be the End Office Switch that serves, respectively, the calling or called party at the beginning of the call.

- (b) For Carrier, the origination or termination point of a call shall be the Cell Site that serves, respectively, the calling or called party at the beginning of the call.
- 1.52 **"Loss" or "Losses"** means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).
- 1.53 **"Mobile Station"** means as defined in the Act.
- 1.54 **"MSC"** ("Mobile Switching Center") means Carrier equipment used to route, transport and switch commercial mobile radio service traffic.
- 1.55 **"MTA"** ("Major Trading Area") is as defined in 47 C.F.R. § 24.202(a).
- 1.56 **"NANP"** ("North American Numbering Plan") is a numbering architecture in which every station in the NANP Area is identified by a unique ten-digit address consisting of a three-digit NPA code, a three digit central office code of the form NXX, and a four-digit line number of the form XXXX.
- 1.57 **"Non-Access Traffic"** is as defined at FCC 47 C.F.R. § 51.701(b).
- 1.58 **"NPA"** ("Numbering Plan Area") also called area code. An NPA is the 3-digit code that occupies the A, B, C positions in the 10-digit NANP format that applies throughout the NANP Area. NPAs are of the form NXX, where N represents the digits 2-9 and X represents any digit 0-9. In the NANP, NPAs are classified as either geographic or non-geographic. a) Geographic NPAs are NPAs which correspond to discrete geographic areas within the NANP Area. b) Non-geographic NPAs are NPAs that do not correspond to discrete geographic areas, but which are instead assigned for services with attributes, functionalities, or requirements that transcend specific geographic boundaries.
- 1.59 **"NXX "** 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 contains 10,000 station numbers.
- 1.60 **"OBF"** ("Ordering and Billing Forum") is a forum comprised of LECs and IXC's whose responsibility is to create and document Telecommunication industry guidelines and standards.
- 1.61 **"OLI"** ("Originating Line Information") is an SS7 Feature Group D signaling parameter which refers to the number transmitted through the network identifying the billing number of the calling Party.
- 1.62 **"Originating Landline to CMRS Switched Access Traffic"** means traffic delivered directly from **AT&T TEXAS'** originating network to Carrier's network that, at the beginning of the call: (a) originates on **AT&T TEXAS'** network in one MTA; and, (b) is delivered to the Cellular Phone of Carrier's Customer connected to a Cell Site located in another MTA. **AT&T TEXAS** shall charge and Carrier shall pay **AT&T TEXAS** the Originating Landline to CMRS Switched Access Traffic rates in Appendix Pricing – Wireless.
- 1.63 **"Paging Traffic"** is traffic to Carrier's network that results in the sending of a paging message over a paging or narrowband PCS frequency licensed to Carrier or traffic to **AT&T TEXAS'** network that results in the sending of a paging message over a paging or narrowband PCS frequency licensed to **AT&T TEXAS**.
- 1.64 **"Party"** means either **AT&T TEXAS** or Carrier. "Parties" means both **AT&T TEXAS** and Carrier.
- 1.65 **"Person"** means an individual or a partnership, an association, a joint venture, a corporation, a business or a trust or other entity organized under Applicable law, an unincorporated organization or any Governmental Authority.
- 1.66 **"POI"** ("Point of Interconnection") means, for direct interconnection purposes, the physical location at which the Parties' networks meet for the purpose of establishing Interconnection. POIs include a number of different technologies and technical interfaces based on the Parties mutual agreement. The POI locations on which they have agreed shall be recorded in writing for future reference.

- 1.67 **"Rate Center"** means the specific geographic point and corresponding geographic area defined by the State Commission for the purpose of rating inter- and intra-LATA toll calls.
- 1.68 **"Rating Point"** means the vertical and horizontal ("V&H") coordinates assigned to a Rate Center and associated with a particular telephone number for rating purposes. The Rating Point must be in the same LATA as the Routing Point of the associated NPA-NXX as designated in the LERG, but need not be in the same location as that Routing Point.
- 1.69 **"Routing Point"** designated as the destination for traffic inbound to services provided by that Telecommunications Carrier that bear a certain NPA-NXX designation. The Routing Point need not be the same as the Rating Point, but it must be in the same LATA as the Rating Point. Central Office Switches are Routing Points for traffic to end users identified by numbers drawn from NPA-NXX designations, as stated in the LERG. Where Carrier has not established Routing Points for its Dedicated NPA-NXXs in its own network, the Routing Point shall be the **AT&T TEXAS** Tandem Switch where traffic to **AT&T TEXAS** NXXs in the same NPA is homed.
- 1.70 **"Shared Facility Factor"** means the factor used to appropriately allocate cost of DS1 Interconnection Facilities based on proportionate use of facility between **AT&T TEXAS** and Carrier.
- 1.71 **"SS7"** ("Signaling System 7") means a signaling protocol used by the CCS Network.
- 1.72 **"SIP"** means Session Initiation Protocol.
- 1.73 **"State Abbreviation"** means the following:
- 1.73.1 **"TX"** means Texas
- 1.74 **"Switched Access Services"** means an offering of access to **AT&T TEXAS'** network for the purpose of the origination or the termination of traffic from or to End Users in a given area pursuant to a Switched Access Services tariff.
- 1.75 **"Tandem Switch"** or **"Tandem(s)"** are **AT&T TEXAS** switches used to connect and switch trunk circuits between and among other Central Office Switches. A Tandem Switch does not include a PBX .
- 1.76 **"Telcordia"** means Telcordia Technologies, Inc.
- 1.77 **"Telecommunications Carrier"** is as defined in the Act.
- 1.78 **"Telecommunications Service"** is as defined in the Act.
- 1.79 **"Telephone Toll Service"** is as defined in the Act.
- 1.80 **"Terminating IntraLATA InterMTA Traffic"** means traffic that, at the beginning of the call: (a) originates on Carrier's network and terminates in the same LATA; (b) is sent from the Cellular Phone of Carrier's End User connected to Carrier's Cell Site located in one MTA; and, (c) is terminated on **AT&T TEXAS'** network in another MTA. For such InterMTA IntraLATA Traffic, **AT&T TEXAS** shall charge and Carrier shall pay **AT&T TEXAS** the Terminating IntraLATA InterMTA Traffic rates in Appendix Pricing - Wireless.
- 1.81 **"Terminating Switched Access Traffic"** means traffic that, at the beginning of the call: (a) originates on Carrier's network; (b) is sent from the Cellular Phone of Carrier's End User or the Cellular Phone of a Third Party connected to a Cell Site located in one MTA and one LATA; and, (c) terminates on **AT&T TEXAS'** network in another MTA and another LATA (*i.e.*, the traffic is both InterMTA and InterLATA). This traffic must be terminated to **AT&T TEXAS** as FGD terminating switched access per **AT&T TEXAS'** Federal and/or State Access Service tariff.
- 1.82 **"Third Party"** means any Person other than a Party.
- 1.83 **"Third Party Carrier"** means a Telecommunications Carrier that is not a party to this Agreement.
- 1.84 **"Third Party Originating Carrier"** means a Telecommunications Carrier that originates Transit Traffic that transits **AT&T-TSP's** network and is delivered to Carrier.

- 1.85 **"Third Party Terminating Carrier"** means a Telecommunications Carrier to which traffic is terminated when Carrier uses AT&T-TSP's Transit Traffic Service.
- 1.86 **"Toll Free Service"** means service provided with a dialing sequence that invokes toll-free (i.e., 800-like) service processing. Toll Free Service includes calls to the Toll Free Service 8YY NPA SAC Codes.
- 1.87 **"Transit Traffic"** means traffic originating on Carrier's network that is switched and transported by AT&T-TSP and delivered to a Third Party Terminating Carrier's network, or traffic from a Third Party Originating Carrier's network that is switched and transported by AT&T-TSP and delivered to Carrier's network. A call that is originated by or terminated to a CLEC purchasing local switching pursuant to a commercial agreement with AT&T-TSP including, but not limited to; 271 Local Switching (271-LS), Local Wholesale Complete, Wholesale Local Platform Service agreement(s) or their successor agreements as applicable is not considered a transit call for the purposes of this Agreement. Additionally, Transit Traffic does not include traffic to or from IXCs.
- 1.88 **"Trunk(s)" or "Trunk Group(s)"** means the switch port interface(s) used and the communications path created to connect Carrier's network with **AT&T TEXAS'** network for the purpose of exchanging Authorized Services Traffic for purposes of Interconnection.
- 1.89 **"Trunk Side"** refers to a Central Office Switch interface that offers those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.
- 1.90 **"Wire Center"** denotes a building or space within a building that serves as an aggregation point on a given Telecommunication Carrier's network, where transmission Facilities are connected and traffic is switched. **AT&T TEXAS'** Wire Center can also denote a building in which one or more Central Office Switches, used for the provision of Exchange Services and Switched Access Services are located.

2. INTERPRETATION, CONSTRUCTION AND SEVERABILITY

2.1 Definitions

2.1.1 For purposes of this Agreement, certain terms have been defined in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular will include the plural. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation" and/or "but not limited to." The words "will" and "shall" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement; the use of one or the other will not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized and not defined in this Agreement will have the meaning in the Act, or in the absence of their inclusion in the Act, their customary usage in the Telecommunications industry as of the Effective Date.

2.2 Headings Not Controlling

2.2.1 The headings and numbering of Sections, Parts, Appendices, Schedules and Exhibits to this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

This Agreement incorporates a number of Appendices which, together with their associated Attachments, Exhibits, Schedules and Addenda, constitute the entire Agreement between the Parties. In order to facilitate use and comprehension of the Agreement, the Appendices have been grouped under broad headings. It is understood that these groupings are for convenience

of reference only, and are not intended to limit the applicability that any particular Appendix, Attachment, Exhibit, Schedule or Addenda may otherwise have.

2.3 Referenced Documents

2.3.1 Unless the context shall otherwise specifically require, and subject to Section 19, "Intervening Law," whenever any provision of this Agreement refers to a technical reference, technical publication, Carrier Practice, **AT&T TEXAS** Practice, any publication of Telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement (each hereinafter referred to as a "Referenced Instrument"), it will be deemed to be a reference to the then-current version or edition (including any amendments, supplements, addenda, or successors) of each Referenced Instrument that is in effect at time of use, and will include the then-current version or edition (including any amendments, supplements, addenda, or successors) of any other Referenced Instrument incorporated by reference therein.

2.4 References

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

2.5 Tariff References

2.5.1 To the extent a tariff provision or rate is incorporated or otherwise applies between the Parties due to the provisions of this Agreement, it is understood that said tariff provision or rate applies only in the jurisdiction in which such tariff provision or rate is filed, and applies to Carrier and only the **AT&T TEXAS** ILEC(s) that operates within that jurisdiction. Further, it is understood that any changes to said tariff provision or rate are also automatically incorporated herein or otherwise hereunder, effective hereunder on the date any such change is effective.

2.5.2 References to state tariffs throughout this Agreement shall be to the currently effective tariff for the state or jurisdiction in which the services were provisioned; provided however, where certain **AT&T TEXAS** services or tariff provisions have been or become deregulated or detariffed, any reference in this Agreement to a detariffed or deregulated service or provision of such tariff shall be deemed to refer to the service description, price list or other agreement pursuant to which **AT&T TEXAS** provides such services as a result of detariffing or deregulation.

2.6 Conflict in Provisions

2.6.1 If any definitions, terms or conditions in any given Appendices, Attachments, Exhibits, Schedules or Addenda differ from those contained in the main body of this Agreement, those definitions, terms or conditions will supersede those contained in the main body of this Agreement, but only in regard to the services or activities listed in that particular Appendix, Attachment, Exhibit, Schedule or Addendum. For example, if an Appendix contains a Term length that differs from the Term length in the main body of this Agreement, the Term length of that Appendix will control the length of time that services or activities are to occur under that Appendix, but will not affect the Term length of the remainder of this Agreement.

2.7 Joint Work Product

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

2.8 Severability

2.8.1 The Parties negotiated the terms and conditions of this Agreement for Interconnection and services as a total arrangement and it is intended to be non-severable. However, if any provision of this Agreement is rejected or held to be illegal, invalid or unenforceable, each Party agrees

that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

2.9 Incorporation by Reference

2.9.1 The General Terms and Conditions of this Agreement, and the Interconnection and services provided hereunder, shall be subject to all of the legitimately related rates, terms and conditions contained in the Appendices to this Agreement, which are incorporated herein by reference and deemed a part hereof for purposes of such Interconnection and services. Without limiting the general applicability of the foregoing, the following provisions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each Interconnection, Network Element, function, facility, product or service provided hereunder: definitions; interpretation, construction and severability; general responsibilities of the Parties; effective date, term and termination; billing and payment of charges; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnity; remedies; intellectual property; publicity and use of trademarks and service marks; confidentiality; intervening law; governing law; regulatory approval; changes in end user local exchange service provider selection; compliance and certification; law enforcement and civil process; relationship of the parties/independent contractor; no Third Party beneficiaries, disclaimer of agency; assignment; subcontracting; environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; End User inquiries; expenses; conflict of interest; survival of obligations, scope of agreement; amendments and modifications; and entire agreement.

2.10 State-Specific Rates, Terms and Conditions

2.10.1 For ease of administration, this Agreement contains certain specified rates, terms and conditions which apply only in a designated State ("State-Specific Terms"). To the extent that this Agreement contains State-Specific Terms, such State-Specific Terms shall not apply and shall have no effect in any other State(s) to which this Agreement is submitted for approval under Section 252(e) of the Act.

2.10.2 State-Specific Terms, as the phrase is described in Section 2.10.1 above, have been negotiated (or, in the case of 2.10.2 above, have been included in the Agreement per state requirement) by the Parties only as to the States where this Agreement has been executed, filed and approved. When the Parties negotiate an Interconnection agreement for an additional state, neither Party shall be precluded by any language in this Agreement from negotiating State-Specific Terms for the state in which they are to apply.

2.11 Scope of Application

2.11.1 This Agreement may be negotiated for more than one State. However, this Agreement shall be applied separately and distinctly to the Parties' operations in each individual State.

2.12 Scope of Obligations

2.12.1 Notwithstanding anything to the contrary contained herein, **AT&T TEXAS'** obligations under this Agreement shall apply only to:

2.12.1.1 the specific operating area(s) or portion thereof in which **AT&T TEXAS** is then deemed to be the ILEC under the Act (the "ILEC Territory"), and assets that **AT&T TEXAS** owns or leases and which are used in connection with **AT&T TEXAS'** provision to Carrier of any Interconnection products or services provided or contemplated under this Agreement, the Act or any tariff or ancillary agreement referenced herein (individually and collectively, the "ILEC Assets").

2.12.1.2 This Agreement is solely for the exchange of, and applies only to, Authorized Services traffic that either (a) is delivered by **AT&T TEXAS** in Time Division Multiplexing ("TDM") to Worldcall's wireless network for termination by Worldcall to its End Users; or (b) originates through wireless transmitting and receiving facilities and that Worldcall delivers to **AT&T TEXAS** in TDM format. For purposes of subsection (b) above, CMRS traffic that is originated by a Worldcall End User will be deemed to be originated through wireless transmitting and receiving facilities.

2.13 Affiliates

2.13.1 These General Terms and Conditions and all Attachments, Exhibits, Appendices, Schedules and Addenda hereto constituting this Agreement, including subsequent amendments, if any, shall bind **AT&T TEXAS**, Carrier and any Affiliate of Carrier. Carrier further agrees that the same or substantially the same terms and conditions shall be incorporated into any separate agreement between **AT&T TEXAS** and any such Affiliate of Carrier that continues to operate as a separate entity. This Agreement shall remain effective as to Carrier and any such Affiliate of Carrier for the Term of this Agreement until either **AT&T TEXAS** or Carrier or any such Affiliate of Carrier institutes renegotiation, or this Agreement expires or terminates, pursuant to the provisions of this Agreement. Notwithstanding the foregoing, this Agreement will not supercede a currently effective Interconnection agreement between any such Affiliate of Carrier and **AT&T TEXAS** until the earlier of the date when the other agreement has: 1) expired; 2) been noticed for renegotiation pursuant the terms thereof; or 3) otherwise terminated provided; however, each Affiliate of Carrier operating under a separate Interconnection agreement within a State shall have its own unique ACNA codes and OCN.

3. GENERAL RESPONSIBILITIES OF THE PARTIES

- 3.1 Each Party is individually responsible to provide Facilities within its network that are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with **AT&T TEXAS**'s network as referenced in Telcordia BOC Notes on LEC Networks Practice No. SR-TSV-002275, and to terminate the traffic it receives in that standard format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.
- 3.2 The Parties shall exchange technical descriptions and forecasts of their Interconnection and traffic requirements in sufficient detail necessary to establish the Interconnections required to assure traffic completion to and from all End Users in their respective designated service areas.
- 3.3 Each Party is solely responsible for all products and services it provides to its End Users and to other Telecommunications Carriers.
- 3.4 Insurance
- 3.4.1 This Section 3.4 is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a Referenced Instrument. The other Party must be named as an Additional Insured on the Commercial General Liability policy. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance, which may be provided through a program of self-insurance as provided in 3.4.4. Each Party shall require its subcontractors providing services under this Agreement to maintain in force the insurance coverage and limits required under Section 3.4. The Parties agree that companies affording the insurance coverage required under Section 3.4 shall have a rating of B+ or better and a Financial Size Category rating of VII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance coverage. Each Party agrees to provide the other Party with at least thirty (30) Days

advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein.

3.4.2 If Carrier is not and does not collocate with **AT&T TEXAS** during the Term, the following insurance requirements will apply:

3.4.2.1 Each Party shall keep and maintain in force at each Party's expense all insurance required by Applicable Law, including: Workers' Compensation insurance with benefits afforded under the laws of the state in which the Services are to be performed and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$100,000 for Bodily Injury by disease-each employee; Commercial General liability insurance with minimum limits of: \$2,000,000 General Aggregate limit; \$1,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$2,000,000 Products/Completed Operations Aggregate limit, with a \$1,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$300,000 are required for lease agreements; if use of a motor vehicle is required, Automobile liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles.

3.4.3 If at any time during the Term Carrier decides to collocate with **AT&T TEXAS**, the insurance requirements set out in the collocation tariff or Interconnection Agreement Collocation Attachment will apply on a prospective basis.

3.4.4 Each Party agrees to accept the other Party's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:

The Party desiring to satisfy its Workers' Compensation and Employers Liability obligations through self-insurance shall submit to the other Party a copy of its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by each state covered by this Agreement or the employer's state of hire; and

3.4.4.1 The Party desiring to satisfy its automobile liability obligations through self-insurance shall submit to the other Party a copy of the state-issued letter approving self-insurance for automobile liability issued by each state covered by this Agreement; and

3.4.4.2 The Party desiring to satisfy its general liability obligations through self-insurance must provide evidence acceptable to the other Party that it has a net worth of at least 10 times the amount of insurance required and maintains at least an investment grade (e.g., B+ or higher) debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's, Standard and Poor's or Duff and Phelps.

3.4.5 Each Party agrees to provide the other Party with at least thirty (30) Days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein.

3.4.6 This Section 3.4 is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a Referenced Instrument.

Carrier represents that a complete list of Carrier's Access Carrier Name Abbreviation (ACNA) codes, each with the applicable Operating Company Number (OCN), covered by this Agreement is provided below. Any addition, deletion or change in name associated with the listed ACNA codes, or any changes in OCNs, requires notice to **AT&T TEXAS**. Notice must be received before orders can be processed under a new or changed ACNA code or OCN.

ACNA/OCN List: OCN 139F

- 3.5 Each Party shall be responsible for labor relations with its own employees. Each Party agrees to notify the other Party as soon as practicable whenever such Party has knowledge that a labor dispute concerning its employees is delaying or threatens to delay such Party's timely performance of its obligations under this Agreement and shall endeavor to minimize impairment of service to the other Party (for example, by using its management personnel to perform work or by other means) in the event of a labor dispute to the extent permitted by Applicable Law.
- 3.6 Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.
- 3.7 Each Party agrees it will comply with the Communications Assistance to Law Enforcement Act of 1994 (CALEA).

4. EFFECTIVE DATE, TERM, AND TERMINATION

- 4.1 In **AT&T TEXAS**, the effective date of this Agreement (the "Effective Date") shall be ten (10) calendar days after the Commission approves this Agreement under Section 252(e) of the Act or, absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act.
- 4.2 The term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on three years from the Effective Date (the "Term"). This Agreement shall expire if either Party provides written notice, within one hundred-eighty (180) Days prior to the expiration of the Term, to the other Party to the effect that such Party does not intend to extend the Term. Absent the receipt by one Party of such written notice, this Agreement shall remain in full force and effect on and after the expiration of the Term, subject to the provisions of this Section 4.
- 4.3 Notwithstanding any other provision of this Agreement, either Party (at its sole discretion) may terminate this Agreement, and the provision of Interconnection and services, in the event the other Party (1) fails to perform a material obligation or breaches a material term of this Agreement and (2) fails to cure such nonperformance or breach within forty-five (45) Days after written notice thereof. Should the nonperforming or breaching Party fail to cure within forty-five (45) Days after such written notice, the noticing Party may thereafter terminate this Agreement immediately upon delivery of a written termination notice.
- 4.4 If pursuant to Section 4.2, this Agreement continues in full force and effect after the expiration of the Term, either Party may terminate this Agreement upon sixty (60) days written notice to the other Party of its intention to terminate this Agreement, subject to Sections 4.5 and 4.6. Neither Party shall have any liability to the other Party for termination of this Agreement pursuant to this Section 4.4 other than its obligations under Sections 4.5 and 4.6.
- 4.5 Upon termination or expiration of this Agreement in accordance with Sections 4.2, 4.3 or 4.4:
 - 4.5.1 Each Party shall continue to comply with its obligations set forth in Section 36, "Survival of Obligations"; and
 - 4.5.2 Each Party shall promptly pay all undisputed amounts owed under this Agreement prior to the receipt of such notice of termination or the expiration of the Agreement, subject to Section 9, "Dispute Resolution"
- 4.6 If **AT&T TEXAS** serves notice of expiration or termination pursuant to Section 4.2 or Section 4.4, respectively, Carrier shall provide **AT&T TEXAS** written confirmation, within ten (10) Days, that Carrier either wishes to (1) commence negotiations with **AT&T TEXAS**, or adopt an agreement, under Sections 251/252 of the Act, or (2) terminate its Agreement. Carrier shall identify the action to be taken for each affected agreement identified in **AT&T TEXAS'** notice.
- 4.7 If Carrier serves notice of expiration or termination pursuant to Section 4.2 or Section 4.4, and also wishes to pursue a successor agreement with **AT&T TEXAS**, Carrier shall include a written request to commence negotiations with **AT&T TEXAS**, or adopt an agreement, under Sections 251/252 of the Act

- and identify which state(s) the successor agreement will cover. Upon receipt of Carrier's Section 252(a)(1) request, the Parties shall commence good faith negotiations on a successor agreement.
- 4.8 The rates, terms and conditions of this Agreement shall continue in full force and effect until (i) the effective date of its successor agreement, whether such successor agreement is established via negotiation, arbitration or pursuant to Section 252(i) of the Act; or (ii) the 161st day after the date on which **AT&T TEXAS** received Carrier's Section 252(a)(1) request, at which time Carrier shall request an interim arrangement pursuant to 51.715 and AT&T shall continue to offer services to Carrier pursuant to the terms, conditions and rates set forth in the interim arrangement. Upon request by Carrier, such interim arrangement shall be Carrier's request to enter into **AT&T TEXAS'** then current interconnection agreement.
- 4.9 If at any time during the Section 252(a)(1) negotiation process (prior to or after the expiration date or termination date of this Agreement), Carrier withdraws its Section 252(a)(1) request, Carrier must include in its notice of withdrawal a request to adopt a successor agreement under Section 252(i) of the Act or affirmatively state that Carrier does not wish to pursue a successor agreement with **AT&T TEXAS** for a given state. The rates, terms and conditions of this Agreement shall continue in full force and effect until the later of: 1) the expiration of the Term of this Agreement, or 2) the expiration of ninety (90) Days after the date Carrier serves notice of withdrawal of its Section 252(a)(1) request. If the Term of this Agreement has expired, on the earlier of (i) the ninety-first (91st) Day following **AT&T TEXAS'** receipt of Carrier's notice of withdrawal of its Section 252(a)(1) request or (ii) the effective date of the agreement following approval by the Commission of the adoption of an agreement under 252(i), the Parties shall, have no further obligations under this Agreement except those set forth in Section 4.5 of this Agreement.
- 4.10 If Carrier does not affirmatively state that it wishes to pursue a successor agreement with **AT&T TEXAS** as provided in Section 4.6 or Section 4.7 above, then the rates, terms and conditions of this Agreement shall continue in full force and effect until the later of 1) the expiration of the Term of this Agreement, or 2) the expiration of ninety (90) Days after the date Carrier provided or received notice of expiration or termination. Thereafter, the Parties shall have no further obligations under this Agreement except as provided in Section 4.5 above.
- 4.11 The Parties agree to continue uninterrupted service under this agreement during negotiations of a subsequent agreement. This agreement will continue in effect until the subsequent agreement becomes effective, subject to Section 4.3.

5. ASSURANCE OF PAYMENT

- 5.1 Upon request by **AT&T TEXAS**, Carrier will provide **AT&T TEXAS** with the **AT&T TEXAS** Credit Profile form and provide information to **AT&T TEXAS** regarding Carrier's credit and financial condition.
- 5.2 Assurance of payment may be requested by **AT&T TEXAS**:
- 5.2.1 If based on **AT&T TEXAS's** analysis of the **AT&T TEXAS** Credit Profile and other relevant information regarding Carrier's credit and financial condition, there is an impairment of the credit, financial health, or credit worthiness of Carrier. Such impairment will be determined from information available from Third Party financial sources; or
- 5.2.2 Carrier fails to timely pay a bill rendered to Carrier by **AT&T TEXAS** (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which Carrier has complied with all requirements set forth in Section 8.4 below); and/or
- 5.2.3 Carrier's gross monthly billing has increased, **AT&T TEXAS** reserves the right to request additional security (or to require an assurance of payment if none was previously requested) and/or file a Uniform Commercial Code (UCC-1) security interest in Carrier's "accounts receivables and proceeds"; or

- 5.2.4 When Carrier admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.
- 5.3 If **AT&T TEXAS** requires Carrier to provide an assurance of payment pursuant to this section, Carrier shall provide such assurance of payment prior to the inauguration of service or within fifteen (15) calendar days of **AT&T TEXAS'** request, as applicable. Assurance of payment request notices will be sent to Carrier via certified mail or overnight delivery. Such notice period will start the day after the assurance of payment request notice is rendered by certified mail or overnight delivery. Interest on a cash security deposit shall accrue and be applied or refunded in accordance with the terms in **AT&T TEXAS'** applicable tariff.
- 5.4 Unless otherwise agreed by the Parties, the assurance of payment will consist of:
- 5.4.1 a Cash Deposit; or
- 5.4.2 a Letter of Credit; or
- 5.4.3 a Surety Bond.
- 5.5 The Cash Deposit, Letter of Credit or Surety Bond must be in an amount up to three (3) months anticipated charges (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), as reasonably determined by **AT&T TEXAS**, for the Interconnection product and/or services, and Collocation or any other functions, facilities, products and/or services to be furnished by **AT&T TEXAS** under this Agreement. Estimated billings are calculated based upon the monthly average of the previous six (6) months current billings, if Carrier has received service from **AT&T TEXAS** during such period at a level comparable to that anticipated to occur over the next six (6) months. If either Carrier or **AT&T TEXAS** has reason to believe that the level of service to be received during the next six (6) months will be materially higher or lower than received in the previous six (6) months, Carrier and **AT&T TEXAS** shall agree on a level of estimated billings based on all relevant information.
- 5.6 If Carrier provides a Cash Deposit, the Parties intend that the provision of such Cash Deposit shall constitute the grant of a security interest in the Cash Deposit pursuant to Article 9 of the Uniform Commercial Code in effect in any relevant jurisdiction.
- 5.7 Interest on a Cash Deposit shall accrue and be applied or refunded in accordance with the terms in the applicable **AT&T TEXAS** state tariff. **AT&T TEXAS** will not pay interest on a Letter of Credit or a Surety Bond.
- 5.8 **AT&T TEXAS** may, but is not obligated to, draw on the Letter of Credit or the Cash Deposit, as applicable, upon the occurrence of any one of the following events:
- 5.8.1 Carrier owes **AT&T TEXAS** undisputed charges under this Agreement that are more than thirty (30) calendar days past due; or
- 5.8.2 Carrier admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding; or

- 5.8.3 The expiration or termination of this Agreement.
- 5.9 If **AT&T TEXAS** draws on the Letter of Credit or Cash Deposit, upon request by **AT&T TEXAS**, Carrier will provide a replacement or supplemental Letter of Credit, Surety Bond or Cash Deposit conforming to the requirements of Section 5.4 above.
- 5.10 Notwithstanding anything else set forth in this Agreement, if **AT&T TEXAS** makes a request for assurance of payment in accordance with the terms of this Section 5.0 then **AT&T TEXAS** shall have no obligation thereafter to perform under this Agreement until such time as Carrier has furnished **AT&T TEXAS** with the assurance of payment requested; provided, however, that **AT&T TEXAS** will permit Carrier a minimum of fifteen (15) calendar days to respond to a request for assurance of payment before invoking charges as set forth in this Section 5.0.
- 5.11 In the event Carrier fails to provide **AT&T TEXAS** with a suitable form of assurance of payment or additional assurance of payment as required herein, defaults on its account(s), or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time required, service to Carrier may be suspended, discontinued or terminated in accordance with the terms of this Section. Upon termination of services, **AT&T TEXAS** shall apply any assurance of payment to Carrier's final bill for its account(s). If Carrier fails to furnish the requested adequate assurance of payment on or before the date set forth in the request, **AT&T TEXAS** may also invoke the provisions set forth in Section 9.0 below.
- 5.12 A Cash Deposit held by **AT&T TEXAS** shall be returned to Carrier if the following conditions have been met:
- 5.12.1 Payment was made on bills rendered to Carrier by **AT&T TEXAS** (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which Carrier has complied with all requirements set forth in Section 8.4 below) as of the Bill Due Date for all but one time during the prior twelve (12) month period and all payments were made with checks that were honored; and
- 5.12.2 There has been no impairment of the established credit and/or financial health from information available from financial sources, including but not limited to Moody's, Standard and Poor's, and the Wall Street Journal. Financial information about Carrier that may be considered includes, but is not limited to, investor warning briefs, rating downgrades, and articles discussing pending credit problems.
- 5.13 The fact that a Cash Deposit, Surety Bond, or Letter of Credit is requested by **AT&T TEXAS** shall in no way relieve Carrier from timely compliance with all payment obligations under this Agreement (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), nor does it constitute a waiver or modification of the terms of this Agreement pertaining to disconnection or re-entry for non-payment of any amounts required to be paid hereunder.
- 5.14 At least seven (7) calendar days prior to the expiration of any Letter of Credit provided by Carrier as security under this Agreement, Carrier shall renew such Letter of Credit or provide **AT&T TEXAS** with evidence that Carrier has obtained a suitable replacement for the Letter of Credit. If Carrier fails to comply with the foregoing, **AT&T TEXAS** shall thereafter be authorized to draw down the full amount of such Letter of Credit and utilize the cash proceeds as security for Carrier accounts(s). If Carrier provides an assurance of payment or additional assurance of payment in the form of a Surety Bond as required herein, Carrier shall renew the Surety Bond or provide **AT&T TEXAS** with evidence that Carrier has obtained a suitable replacement for the Surety Bond at least seven (7) calendar days prior

to the cancellation date of the Surety Bond. If Carrier fails to comply with the foregoing, **AT&T TEXAS** shall thereafter be authorized to take action on the Surety Bond and utilize the cash proceeds as security for Carrier's account(s). If the credit rating of any bonding company that has provided Carrier with a Surety Bond provided as security hereunder has fallen below "B", **AT&T TEXAS** will provide written notice to Carrier that Carrier must provide a replacement bond or other suitable security within fifteen (15) calendar days of **AT&T TEXAS**'s written notice. If Carrier fails to comply with the foregoing, **AT&T TEXAS** shall thereafter be authorized to take action on the Surety Bond and utilize the cash proceeds as security for Carrier's account(s). Notwithstanding anything contained in this Agreement to the contrary, **AT&T TEXAS** shall be authorized to draw down the full amount of any Letter of Credit or take action on any Surety Bond provided by Carrier as security hereunder if Carrier defaults on its account(s) or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time, as required herein.

6. BILLING AND PAYMENT OF CHARGES

6.1 Charges and Payment

- 5.1.1 Each Party agrees to pay the other all undisputed billed amounts by the earlier of (i) the payment date, which may be set no earlier than thirty (30) Days after the bill date, or (ii) the next bill date (i.e., the same date in the following month as the bill date) (Payment Due Date). The undisputed portions of all bills are to be paid when due. All non-usage-sensitive monthly charges, Facility and Serving Arrangements shall be billed by **AT&T TEXAS** monthly in advance, except those charges due for the initial month, or a portion of the initial month during which new items are provided, will be included in the next bill rendered. If the date on which a bill is due as provided above is on a Day other than a Business Day, payment will be made on the next Business Day. Payments will be made in U.S. dollars.
- 5.1.2 On or before the Payment Due Date, the non-paying party must pay all disputed amounts into an interest bearing escrow account with a Third Party escrow agent as set forth in Section 7 that is mutually agreed upon by the Parties (Escrow Account).
- 5.1.3 The billing party may, in addition to exercising any other rights or remedies it may have under Applicable Law, provide written demand to the non-paying party for payment or escrow of any of the unmet obligations within ten (10) Business Days. On the day that the billing party provides such written demand to the non-paying party, in addition to exercising any other rights or remedies it may have under Applicable Law, the billing party may also exercise any or all of the following options:
 - 5.1.3.1 suspend acceptance of any application, request or order from the non-paying party for new or additional Interconnection under this Agreement;
 - 5.1.3.2 and/or suspend completion of any pending application, request or order from the non-paying party for new or additional Interconnection Service under this Agreement.
- 5.1.4 Usage-sensitive charges hereunder shall be billed monthly in arrears by both Parties.

6.2 Late Payment Charge

- 6.2.1 Bills will be considered past due if not paid by the Payment Due Date in immediately available U.S. funds. If the amount billed is received by the billing Party after the Payment Due Date or if any portion of the payment is received by the billing Party in funds which are not immediately available to the billing Party, then a late payment charge will apply to the unpaid balance. The late payment charge will be as set forth in **AT&T TEXAS**' applicable state tariff. When there is no applicable tariff in the State, any undisputed amounts not paid when due shall accrue

interest from the date such amounts were due at the lesser of (i) one and one-half percent (1½%) per month or (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the number of Days from the Payment Due Date to and including the date that payment is actually made.

6.3 Backbilling

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

6.4 Backcredits

6.4.1 Neither Party may request credit for any billing by the other Party pursuant to this Agreement more than one (1) year after the date of the bill on which the service or product was billed. Any such request will be in writing and contain sufficient detail to allow the other Party to properly investigate the request. If the request for credit leads to a billing dispute, such dispute shall be handled in accordance with Section 9, Dispute Resolution. This Section shall not apply to requests for credit in the following situations: when the true-ups are provided for in this Agreement, or where changes are not evident other than through an audit pursuant to Audit provisions of this Agreement.

6.5 Tariffed Items

6.5.1 Where charges in this Agreement are specifically identified as tariffed rates, then those charges and those alone shall be deemed amended to conform to any authorized modifications that may hereafter occur to those tariffed rates. Such amendments shall become effective upon the effective date of tariff modification.

6.6 Invoices

6.6.1 Invoices shall comply with nationally accepted standards agreed upon by the Ordering and Billing Forum (OBF) for billing.

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

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

Identification of the monthly bill period (from and through dates)

Current charges

Past due balance

Adjustments

Credits

Late payment charges

Payments

Contact telephone number for billing inquiries

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

Remittance address

Invoice number and/or billing account number

Summary of charges

Amount due

Payment Due Date (at least thirty (30) Days from the invoice date)

- 6.6.5 Invoices between the Parties will be provided on paper and will be the primary bill, unless a mechanized format is mutually agreed upon and subsequently designated in writing by both Parties as the primary bill.
- 6.6.6 Intercarrier Compensation invoices will be based on Conversation MOUs for all Completed Calls and are measured in total conversation time seconds, which are totaled (by originating and terminating CLLI code) for the monthly billing cycle and then rounded up to the next whole minute. When **AT&T TEXAS** is unable to invoice reflecting an adjustment for shared Facilities and/or Trunks, Carrier will separately invoice **AT&T TEXAS** for **AT&T TEXAS'** share of the cost of such Facilities and/or Trunks as provided in this Agreement thirty (30) Days following receipt by Carrier of **AT&T TEXAS'** invoice.
- 6.6.7 Carrier will invoice **AT&T TEXAS** for Intercarrier Compensation by state, based on the terminating location of the call. Carrier will display the CLLI code(s) associated with the Trunk through which the exchange of traffic between **AT&T TEXAS** and Carrier takes place as well as the number of calls and Conversation MOUs for each inbound Facility route. **AT&T TEXAS** will invoice Carrier for Intercarrier Compensation by LATA and by the End Office/Tandem Switch, based on the terminating location of the call and will display and summarize the number of calls and Conversation MOUs for each terminating office.
- 6.7 There will be no netting by the billed Party of payments due herein against any other amount owed by one Party to the other.

7. Requirements to Establish Escrow Accounts:

- 7.1 To be acceptable, the Third Party escrow agent must meet all of the following criteria:
 - 7.1.1 The financial institution proposed as the Third Party escrow agent must be located within the continental United States;
 - 7.1.2 The financial institution proposed as the Third Party escrow agent may not be an Affiliate of either Party; and
 - 7.1.3 The financial institution proposed as the Third Party escrow agent must be authorized to handle ACH credit transfers.
- 7.2 In addition to the foregoing requirements for the Third Party escrow agent, the disputing party and the financial institution proposed as the Third Party escrow agent must agree in writing furnished to the billing party that the escrow account will meet all of the following criteria:
 - 7.2.1 The escrow account must be an interest bearing account;
 - 7.2.2 all charges associated with opening and maintaining the escrow account will be borne by the disputing party;
 - 7.2.3 that none of the funds deposited into the escrow account or the interest earned thereon may be used to pay the financial institution's charges for serving as the Third Party escrow agent;
 - 7.2.4 all interest earned on deposits to the escrow account will be disbursed to the Parties in the same proportion as the principal; and
 - 7.2.5 disbursements from the escrow account will be limited to those:
 - 7.2.5.1 authorized in writing by both the disputing party and the billing party (that is, signature(s) from representative(s) of the disputing party only are not sufficient to properly authorize any disbursement); or
 - 7.2.5.2 made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of Section 9.8 below; or
 - 7.2.5.3 made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the arbitrator's award pursuant to Section 9.8 below.

8. Nonpayment and Procedures for Disconnection

- 8.1 If a Party is furnished Interconnection products and/or services under the terms of this Agreement in more than one (1) state, language in Section 8.2 below through Section 8.9 below inclusive, shall be applied separately for each such state.
- 8.2 For purposes of this section 8.2, to "pay" a bill means to pay all undisputed charges to the billing party and to pay all disputed amounts either to the billing party or into an escrow account in accordance with Sections 7 and 8.4. If the Billed Party fails to pay any portion of a bill, including but not limited to any Late Payment Charges, by the Bill Due Date, the billing party may send a written Notice ("Discontinuance Notice") informing such non-paying party that in order to avoid disruption or disconnection of the Interconnection Services furnished under this Agreement, the non-paying party must pay all unpaid amounts as provided above within fifteen (15) calendar days. If the non-paying party fails to pay the bill in full as described herein within fifteen (15) calendar days of the Discontinuance Notice, the billing party may discontinue or disconnect Interconnection Services furnished under this Agreement.
- 8.3 **AT&T TEXAS** will also provide any written notice of disconnection to any Commission as required by any State Order or Rule.
- 8.4 If the non-paying party desires to dispute any portion of the unpaid charges, the non-paying party must complete all of the following actions not later than fifteen (15) calendar days following receipt of the billing party's discontinuance notice:
- 8.4.1 notify the billing party in writing which portion(s) of the unpaid charges it disputes, including the total disputed amounts and the specific details listed in Section 9.4 below of this Agreement, together with the reasons for its dispute; and
 - 8.4.2 pay all undisputed unpaid charges to the billing party; and
 - 8.4.3 pay all disputed amounts into an interest bearing escrow account that complies with the requirements set forth in Section 7 above; and
 - 8.4.4 furnish written evidence to the billing party that the non-paying party has established an interest bearing escrow account that complies with all of the terms set forth in Section 7 above and deposited a sum equal to the disputed amounts into that account. Until evidence that the full amount of the disputed charges has been deposited into an escrow account that complies with Section 6 above is furnished to the billing party, such unpaid charges will not be deemed to be "disputed" under Section 9.0 below.
- 8.5 Issues related to disputed amounts shall be resolved in accordance with the procedures identified in the dispute resolution provision set forth in Section 9.0 below.
- 8.6 If the non-paying party fails to:
- 8.6.1 pay any undisputed unpaid charges in response to the billing party's Discontinuance Notice as described in Section 8.2 above.
 - 8.6.2 deposit the disputed portion of any unpaid charges into an interest bearing escrow account that complies with all of the terms set forth in Section 7 above within the time specified in Section 8.2 above.
 - 8.6.3 timely furnish any assurance of payment requested in accordance with Section 5.0 above; or
 - 8.6.4 make a payment in accordance with the terms of any mutually agreed payment arrangement, the billing party may, in addition to exercising any other rights or remedies it may have under Applicable Law, provide written demand to the non-paying party for payment of any of the obligations set forth in the above Sections 8.6.1, 8.6.2, and 8.6.3 within ten (10) Business Days. On the day that the billing party provides such written demand to the non-paying party, the billing party may also exercise any or all of the following options:

- 8.6.4.1 suspend acceptance of any application, request or order from the non-paying party for new or additional Interconnection under this Agreement;
 - 8.6.4.2 and/or suspend completion of any pending application, request or order from the non-paying party for new or additional Interconnection Service under this Agreement.
- 8.7 Where required, a copy of the demand provided to non-paying party under Section 8.6 will also be provided to the Commission at the same time.
- 8.8 Notwithstanding anything to the contrary in this Agreement, the billing party's exercise of any of its options under Section 8.6 above, and Sections 8.6.4.1 above and 8.6.4.2 will not delay or relieve the non-paying party's obligation to pay all charges on each and every invoice on or before the applicable Payment Due Date; and
- 8.9 If the non-paying party fails to pay the billing party on or before the date specified in the demand provided under Section 8.6 above of this Agreement, the billing party may, in addition to exercising any other rights or remedies it may have under Applicable Law:
 - 8.9.1 cancel any pending application, request or order for new or additional Interconnection products and/or services and network elements, under this Agreement; and
 - 8.9.2 disconnect any interconnection products and/or services furnished under this Agreement.
 - 8.9.3 Discontinue providing any Interconnection products and/or services furnished under this Agreement.

9. DISPUTE RESOLUTION

- 9.1 Finality of Disputes
 - 9.1.1 Unless otherwise agreed, no non-billing related Claims will be brought for disputes arising under this Agreement more than twenty-four (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. No Claims subject to Billing Dispute Resolution, Section 9.4, will be brought for disputes arising under this Agreement more than twelve (12) months from the Payment Due Date of the invoice giving rise to the dispute. Claims involving withheld amounts are subject to Section 9.4.
- 9.2 Alternative to Litigation
 - 9.2.1 The Parties shall resolve disputes arising out of this Agreement, using the following Dispute Resolution procedure with respect to any controversy or Claim arising out of or relating to this Agreement or its breach.
- 9.3 Commencing Dispute Resolution
 - 9.3.1 Dispute Resolution shall commence upon one Party's receipt of written notice of a controversy or Claim arising out of or relating to this Agreement or its breach. No Party may pursue any Claim unless such written notice has first been given to the other Party. There are three (3) separate Dispute Resolution methods:
 - 9.3.1.1 Billing Dispute Resolution;
 - 9.3.1.2 Informal Dispute Resolution; and
 - 9.3.1.3 Formal Dispute Resolution.
- 9.4 Billing Dispute Resolution
 - 9.4.1 The following Dispute Resolution procedures will apply with respect to any disputed amounts invoiced pursuant to or relating to the Agreement ("disputed amounts").

- 9.4.2 Any notice of disputed amounts given by either Party shall be referred to the appropriate billing department of the other Party.
- 9.4.3 A Party with a bona fide dispute regarding any amounts invoiced ("disputing party") shall provide written notice of disputed amounts to the other Party ("notice of disputed amounts").
- 9.4.4 The notice of disputed amounts shall contain the following: (i) the date of the invoice in question, (ii) the account number or other identification of the invoice in question, (iii) the circuit ID number or Trunk number in question, (iv) any USOC (or other descriptive information) in question, (v) the amount invoiced, (vi) the amount in dispute, (vii) the basis of the dispute and (viii) supporting actual data for an agreed upon limited period within the dispute timeframe to support investigation and resolution.
- 9.4.5 Failure to timely provide the notice of disputed amounts (including the required information and documentation) shall constitute the disputing party's irrevocable and full waiver of its dispute pertaining to the subject disputed amounts, and such withheld amounts shall be deemed past due, and late payment charges shall apply.
- 9.4.5.1 The Parties shall attempt to resolve disputed amounts regarding fully paid invoices within ninety (90) Days of the invoicing Party's receipt of notice of disputed amounts, but resolution may take longer depending on the complexity of the dispute. However, if the dispute is not resolved within the first forty-five (45) Days of such ninety-(90) Day period, upon request, the invoicing Party shall advise the disputing party of the status of the dispute and the expected resolution date.
- 9.4.6 Resolution of the dispute is expected to occur at the first level of management, resulting in a recommendation for settlement of the dispute and closure of a specific billing period. If the issues are not resolved within the allotted time, the following resolution procedure will be implemented:
- 9.4.6.1 If the dispute is not resolved within sixty (60) calendar days of the receipt of the notice of disputed amounts, the dispute may be escalated to the next level of management for each of the respective Parties for resolution.
- 9.4.6.2 If the dispute is not resolved within ninety (90) calendar days of the receipt of the notice of disputed amounts, the dispute may be escalated to the next level of management for each of the respective Parties for resolution.
- 9.4.6.3 If the dispute is not resolved within one hundred and twenty (120) calendar days of the receipt of the notice of disputed amounts, the dispute may be escalated to the next level of management for each of the respective Parties for resolution.
- 9.4.6.4 Each Party will provide to the other Party an escalation list for resolving billing disputes. The escalation list will contain the name, title, phone number, and email address for each escalation point identified in this section 9.4.6.
- 9.4.6.5 Either Party may invoke Informal Resolution of Disputes upon written notice ("Informal Dispute Resolution Notice") received by the other Party within ten (10) Business Days after the expiration of the time frames contained in Sections 9.4.6.1 and 9.4.6.2; however, the Parties may, by mutual agreement, proceed to Informal Resolution of Disputes at any time during such time frames.
- 9.5 Informal Resolution of Disputes
- 9.5.1 Upon a Party's receipt of an Informal Dispute Notice, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation

to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the prior written concurrence of both Parties. Documents identified in or provided with such communications, not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in an arbitration or lawsuit.

9.6 Formal Dispute Resolution

9.6.1 If the Parties are unable to resolve the dispute through the informal procedure described above in Section 9.5, then either Party may invoke the following Formal Dispute Resolution procedures by submitting to the other Party a written demand for arbitration ("Arbitration Notice"). Unless agreed upon by the Parties, Formal Dispute Resolution procedures described below, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) Days after receipt of the Informal Dispute Resolution Notice.

9.7 Claims Subject to Arbitration.

9.7.1 Claims, if not settled through Informal Dispute Resolution, will be subject to arbitration pursuant to Section 9.7.2 below:

9.7.2 Claims Subject to Arbitration. All Claims will be subject to arbitration if, and only if, the Claim is not settled through Informal Dispute Resolution and both Parties agree to arbitration. If both Parties do not agree to arbitration, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanism.

9.7.3 Claims Not Subject to Arbitration. If the following Claims are not resolved through Informal Dispute Resolution, they will not be subject to arbitration and must be resolved through any remedy available to a Party pursuant to law, equity or agency mechanism.

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

9.7.3.2 Actions to compel compliance with the Dispute Resolution process.

9.7.3.3 All claims arising under federal or state statute(s), including antitrust claims.

9.8 Arbitration

9.8.1 Disputes subject to arbitration under the provisions of this Agreement will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree.

9.8.2 The Federal Arbitration Act, 9 U.S.C. §§ 1-16, not state law, shall govern the arbitrability of all disputes.

9.8.3 Each arbitration will be held in Dallas, Texas as appropriate, unless the Parties agree otherwise.

9.8.4 The arbitrator shall be knowledgeable of telecommunications issues.

9.8.5 The arbitrator will control the scheduling so as to process the matter expeditiously.

9.8.6 The arbitration hearing will be requested to commence within sixty (60) Days of the demand for arbitration.

9.8.7 The times specified in this Section 9.8 may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause.

9.8.8 The Parties may submit written briefs upon a schedule determined by the arbitrator.

- 9.8.9 The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) Days after the close of hearings.
 - 9.8.10 The arbitrator will have no authority to award punitive damages, exemplary damages, Consequential Damages, multiple damages, or any other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of the Agreement.
 - 9.8.11 Each Party will bear its own costs of these procedures, including attorneys' fees.
 - 9.8.12 The Parties will equally split the fees of the arbitration and the arbitrator.
 - 9.8.13 The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof.
 - 9.8.14 Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.
- 9.9 Resolution of Billing Disputes
- 9.9.1 The following provisions apply specifically to the resolution of Billing disputes.
 - 9.9.1.1 When Billing disputes are resolved in favor of the disputing party, the following will occur within thirty (30) Days:
 - 9.9.1.2 Interest will be paid by the invoicing Party on any amounts paid in excess of the amount found to be due according to the Billing Dispute Resolution from the date of notice of disputed amounts.
 - 9.9.1.3 Payments made in excess of the amount found to be due according to the Billing Dispute Resolution will be reimbursed by the invoicing Party.
 - 9.9.2 When Billing disputes are resolved in favor of the invoicing Party, the following will occur within thirty (30) Days:
 - 9.9.2.1 Late payment charges calculated from the Payment Due Date through date of remittance will be paid by the disputing party on any amount not paid that was found to be due according to the Billing Dispute Resolution.
 - 9.9.2.2 Any amounts not paid but found to be due according to the Billing Dispute Resolution will be paid to the invoicing Party.
 - 9.9.2.3 Failure by a Party to pay any charges determined to be owed within the applicable time period specified above shall be considered a failure to perform a material obligation or a breach of a material term of this Agreement.

10. AUDITS

- 10.1 Subject to the restrictions set forth in Section 18 and except as may be otherwise expressly provided in this Agreement, upon thirty (30) days written notice a Party (the "Auditing Party") may audit the other Party's (the "Audited Party") books, records, data and other documents, as provided herein, once annually, with the audit period commencing not earlier than the date on which services were first supplied under this Agreement, but not for a period longer than twelve months ("service start date") for the purpose of evaluating (i) the accuracy of Audited Party's billing and invoicing of the services provided hereunder and (ii) verification of compliance with any provision of this Agreement that affects the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder.
 - 10.1.1 The scope of the audit shall be limited to the twelve (12) month period immediately preceding the date the Audited Party received notice of such requested audit, but in any event not prior to the service start date. Such audit shall begin no fewer than thirty (30) Days after Audited

Party receives a written notice requesting an audit and shall be completed no later than one-hundred twenty (120) Days after the start of such audit.

- 10.1.2 Such audit shall be conducted either by the Auditing Party's employee(s) or an independent auditor acceptable to both Parties. If an independent auditor is to be engaged, the Parties shall select an auditor by the thirtieth day following Audited Party's receipt of a written audit notice. Auditing Party shall cause the independent auditor to execute a nondisclosure agreement in a form agreed upon by the Parties.
- 10.1.3 Each audit shall be conducted on the premises of the Audited Party during normal business hours or through mutual exchange of data requested. Audited Party shall cooperate fully in any such audit and shall provide the auditor reasonable access to any and all appropriate Audited Party employees and any books, records and other documents reasonably necessary to assess (i) the accuracy of Audited Party's bills and (ii) Audited Party's compliance with the provisions of this Agreement that affect the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Audited Party may redact from the books, records and other documents provided to the auditor any Audited Party Proprietary Information that reveals the identity of End Users of Audited Party.
- 10.1.4 Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twelve (12) months after creation thereof, unless a longer period is required by Applicable Law.
- 10.1.5 If any audit confirms any undercharge or overcharge, then Audited Party shall (i) promptly correct any billing error, including making refund of any overpayment by Auditing Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of the Audited Party, immediately compensate Auditing Party for such undercharge, and (iii) in each case, calculate and pay interest as provided in Section 6.2.1, for the number of Days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available.
- 10.1.6 Except as may be otherwise provided in this Agreement, audits shall be performed at Auditing Party's expense, subject to reimbursement by Audited Party of one-quarter (1/4) of any independent auditor's fees and expenses in the event that an audit finds, and the Parties subsequently verify, a net adjustment in the charges paid or payable by Auditing Party hereunder by an amount that is, on an annualized basis, greater than five percent (5%) of the aggregate charges for the audited services during the period covered by the audit.
- 10.1.7 Any disputes concerning audit results shall be referred to the Parties' respective personnel responsible for informal resolution. If these individuals cannot resolve the dispute within thirty (30) Days of the referral, either Party may request in writing that an additional audit shall be conducted by an independent auditor acceptable to both Parties, subject to the requirements set out in Section 10.1. Any additional audit shall be at the requesting Party's expense.

11. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

- 11.1 EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NEITHER PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE INTERCONNECTION, FUNCTIONS, FACILITIES, NETWORK ELEMENTS, PRODUCTS AND SERVICES IT PROVIDES OR MAY PROVIDE UNDER THIS AGREEMENT. EACH PARTY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, NEITHER PARTY TO THIS AGREEMENT ASSUMES ANY RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY ANY OTHER PARTY TO THIS AGREEMENT WHEN SUCH DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

12. LIMITATION OF LIABILITY

- 12.1 Except for indemnity obligations expressly set forth herein or as otherwise provided in specific appendices, each Party's liability to the other Party for any Loss relating to or arising out of such Party's performance under this Agreement (including any negligent act or omission, whether willful or inadvertent), whether in contract, tort or otherwise, including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement also constitute a violation of a statute (including the Act), shall not exceed in total the amount **AT&T TEXAS** or Carrier has charged or would have charged to the other Party for the affected Interconnection, Network Elements, functions, Facilities, products and/or service(s) that were not performed or did not function or were improperly performed or improperly functioned.
- 12.2 Except as otherwise expressly provided in specific appendices, in the case of any Loss alleged or Claimed by a Third Party to have arisen out of the negligence or willful misconduct of both Parties, each Party shall bear, and its obligation shall be limited to, that portion (as mutually agreed to by the Parties or as otherwise established) of the resulting expense caused by its own negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it.
- 12.3 A Party may, in its sole discretion, provide in its tariffs and/or contracts with its End Users or Third Parties that relate to any Interconnection, Network Elements, functions, Facilities, products and services provided or contemplated under this Agreement that, to the maximum extent permitted by Applicable Law, such Party shall not be liable to such End User or Third Party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged the End User or Third Party for the Interconnection, Network Elements, functions, facilities, products and services that gave rise to such Loss and (ii) any Consequential Damages. If a Party elects not to place in its tariffs or contracts such limitation(s) of liability, and the other Party incurs a Loss as a result thereof, the first Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and/or contracts the limitation(s) of liability described in this Section 12.3.
- 12.4 Neither Carrier nor **AT&T TEXAS** shall be liable to the other Party for any Consequential Damages suffered by the other Party, regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including negligence of any kind, whether active or passive (and including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement constitutes a violation of the Act or other statute), and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions; provided that the foregoing shall not limit a Party's obligation under Section 14 to indemnify, defend, and hold the other Party harmless against any amounts payable to a Third Party, including any Losses, and Consequential Damages of such Third Party; provided, however, that nothing in this Section 12.4 shall impose indemnity obligations on a Party for any Loss or Consequential Damages suffered by that Party's End User in connection with any affected Interconnection, Network Elements, functions, Facilities, products and services. Except as provided in the prior sentence, each Party ("Indemnifying Party") hereby releases and holds harmless the other Party ("Indemnitee") (and Indemnitee's Affiliates, and Indemnitee's and Indemnitee's Affiliates' respective officers, directors, employees and agents) against any Loss or Claim made by the Indemnifying Party's End User.
- 12.5 This Section 12 is not intended to exempt any Party from all liability under this Agreement, but only to set forth the scope of agreed liability and the type of damages that are recoverable. The Parties acknowledge that the above limitation of liability provisions are negotiated and alternate limitation of liability provisions would have altered the cost, and thus the price, of providing the Interconnection, Network Elements, functions, Facilities, products and services available hereunder, and no different pricing reflecting different costs and different limits of liability were agreed.

13. Joint and Several Liability

- 13.1 In the event that a Party consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, or any third party places orders under this Agreement using a Party to this Agreement's company codes or identifiers, all such entities shall be jointly and severally liable for the obligations of such Party under this Agreement.

14. INDEMNITY

- 14.1 Except as otherwise expressly provided herein or in specific appendices, each Party shall be responsible only for the Interconnection, Network Elements, functions, products, Facilities, and services which are provided by that Party, its authorized agents, subcontractors, or others retained by such Parties, and neither Party shall bear any responsibility for the Interconnection, Network Elements, functions, Facilities, products and services provided by the other Party, its agents, subcontractors, or others retained by such Parties.
- 14.2 Except as otherwise expressly provided herein or in specific appendices, and to the extent not prohibited by Applicable Law and not otherwise controlled by tariff, each Party (the "Indemnifying Party") shall release, defend and indemnify the other Party (the "Indemnified Party") and hold such Indemnified Party harmless against any Loss to a Third Party arising out of the negligence or willful misconduct ("Fault") of such Indemnifying Party, its agents, its End Users, contractors, or others retained by such Parties, in connection with the Indemnifying Party's provision of Interconnection, Network Elements, functions, Facilities, products and services under this Agreement; provided, however, that (i) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (ii) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (iii) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract.
- 14.3 In the case of any Loss alleged or claimed by a End User of either Party, the Party whose End User alleged or claimed such Loss (the "Indemnifying Party") shall defend and indemnify the other Party (the "Indemnified Party") against any and all such Claims or Losses by such End User regardless of whether the underlying Interconnection, Network Elements, function, Facilities, product or service giving rise to such Claim or Loss was provided or provisioned by the Indemnified Party, unless the Claim or Loss was caused by the gross negligence or willful misconduct of the Indemnified Party.
- 14.4 A Party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other Party ("Indemnified Party") against any Claim or Loss arising from the Indemnifying Party's use of Interconnection, functions, Facilities, products and services provided under this Agreement involving:
- 14.4.1 Any Claim or Loss arising from such Indemnifying Party's use of Interconnection, Network Elements, functions, Facilities, products and services offered under this Agreement, involving any Claim for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party's or its End User's use.
- 14.4.1.1 The foregoing includes any Claims or Losses arising from disclosure of any End User-specific information associated with either the originating or terminating numbers used to provision Interconnection, Network Elements, functions, Facilities, products or services provided hereunder and all other Claims arising out of any act or omission of the End User in the course of using any Interconnection, Network Elements, functions, Facilities, products or services provided pursuant to this Agreement.
- 14.4.1.2 The foregoing includes any Losses arising from Claims for actual or alleged infringement of any Intellectual Property right of a Third Party to the extent that such Loss arises from an Indemnifying Party's or an Indemnifying Party's End User's use of Interconnection, Network Elements, functions, Facilities, products or services

provided under this Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply:

14.4.1.2.1 where an Indemnified Party or its End User modifies Interconnection, Network Elements, functions, Facilities, products or services provided under this Agreement; and

14.4.1.2.2 no infringement would have occurred without such modification.

14.4.2 **AT&T TEXAS** hereby conveys no licenses to use such Intellectual Property rights and makes no warranties, express or implied, concerning Carrier's (or any Third Parties') rights with respect to such Intellectual Property rights and contract rights, including whether such rights will be violated by such Interconnection in **AT&T TEXAS'** network or Carrier's use of other functions, Facilities, products or services furnished under this Agreement.

14.4.3 **AT&T TEXAS** does not and shall not indemnify, defend or hold Carrier harmless, nor be responsible for indemnifying or defending, or holding Carrier harmless, for any Claims or Losses for actual or alleged infringement of any Intellectual Property right or interference with or violation of any contract right that arises out of, is caused by, or relates to Carrier's Interconnection with **AT&T TEXAS'** network or Carrier's use of other functions, Facilities, products or services furnished under this Agreement.

14.5 Damage to Facilities.

14.5.1 Carrier shall reimburse **AT&T TEXAS** for damages to **AT&T TEXAS'** Facilities utilized to provide Interconnection hereunder caused by the negligence or willful act of Carrier, its agents or subcontractors or Carrier's End User or resulting from Carrier's improper use of **AT&T TEXAS'** Facilities, or due to malfunction of any Facilities, functions, products, services or equipment provided by any Person or entity other than **AT&T TEXAS**. Upon reimbursement for damages, **AT&T TEXAS** will cooperate with Carrier in prosecuting a Claim against the Person causing such damage. Carrier shall be subrogated to the right of recovery by **AT&T TEXAS** for the damages to the extent of such payment.

14.5.2 **AT&T TEXAS** shall reimburse Carrier for damages to Carrier's Facilities utilized to provide Interconnection hereunder caused by the negligence or willful act of **AT&T TEXAS**, its agents or subcontractors or **AT&T TEXAS'** End User or resulting from **AT&T TEXAS'** improper use of Carrier's Facilities. Upon reimbursement for damages, Carrier will cooperate with **AT&T TEXAS** in prosecuting a Claim against the Person causing such damage. **AT&T TEXAS** shall be subrogated to the right of recovery by Carrier for the damages to the extent of such payment.

14.6 Indemnification Procedures

14.6.1 Whenever a Claim shall give rise to indemnification obligations under this Section 14, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request in writing the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim.

14.6.2 The Indemnifying Party shall have the right to defend against such liability or assertion, in which event the Indemnifying Party shall give written notice to the Indemnified Party of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party.

14.6.3 Until such time as Indemnifying Party provides written notice of acceptance of the defense of such Claim, the Indemnified Party shall defend such Claim, at the reasonable expense of the Indemnifying Party, subject to any right of the Indemnifying Party to seek reimbursement for

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

- 14.6.4 Upon accepting the defense, the Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such Claims, subject to consultation with the Indemnified Party. So long as the Indemnifying Party is controlling and conducting the defense, the Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement.
- 14.6.5 At any time, an Indemnified Party shall have the right to refuse a compromise or settlement, and, at such refusing Party's cost, to take over such defense; provided that, in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the refusing Party against, any cost or liability in excess of such refused compromise or settlement.
- 14.6.6 With respect to any defense accepted by the Indemnifying Party, the Indemnified Party will be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnified Party, and shall also be entitled to employ separate counsel for such defense at such Indemnified Party's expense.
- 14.6.7 If the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party.
- 14.6.8 In the event of a failure to assume the defense, the Indemnified Party may negotiate a settlement, which shall be presented to the Indemnifying Party. If the Indemnifying Party refuses to agree to the presented settlement, the Indemnifying Party may take over the defense. If the Indemnifying Party refuses to agree to the presented settlement and refuses to take over the defense, the Indemnifying Party shall be liable for any reasonable cash settlement not involving any admission of liability by the Indemnifying Party, though such settlement may have been made by the Indemnified Party without approval of the Indemnifying Party, it being the Parties' intent that no settlement involving a non-monetary concession by the Indemnifying Party, including an admission of liability by such Party, shall take effect without the written approval of the Indemnifying Party.
- 14.6.9 Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim and the relevant records of each Party shall be available to the other Party with respect to any such defense, subject to the restrictions and limitations set forth in Section 18, "Confidentiality".

15. INTELLECTUAL PROPERTY

- 15.1 Any Intellectual Property originating from or developed by a Party shall remain in the exclusive ownership of that Party.
- 15.2 Except as otherwise expressly provided in this Agreement, no license under patents, copyrights or any other Intellectual Property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

16. NOTICES

- 16.1 Notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to

be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

- 16.1.1 delivered personally, delivered by express delivery service or mailed via certified mail or first class U.S. Postal Service, with postage prepaid and a return receipt requested.
- 16.1.2 delivered by facsimile provided Carrier and/or **AT&T TEXAS** has provided such information in Section 16.3 below.
- 16.1.3 delivered by electronic mail (email) provided Carrier and/or **AT&T TEXAS** has provided such information in Section 16.3 below.
- 16.2 Notices will be deemed given as of the earliest of:
 - 16.2.1 the date of actual receipt;
 - 16.2.2 the next Business Day when sent via express delivery service;
 - 16.2.3 five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service; or
 - 16.2.4 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.
 - 16.2.5 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent to Carrier by **AT&T TEXAS**.
- 16.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	Lowell Feldman CEO – Worldcall Interconnect Inc.
STREET ADDRESS	1250 South Capital of Texas Highway, Building 2-235
CITY, STATE, ZIP CODE	Westlake Hills, Texas 78746
PHONE NUMBER*	512-888-2311
FACSIMILE NUMBER	<<txtNoticeFax>>
EMAIL ADDRESS	Lowell.feldman@gmail.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St., 19th Floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	(214) 464-2006
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

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

- 16.4 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 16.0. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.
- 16.5 **AT&T TEXAS** communicates official information to Carriers via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T Prime Access website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.

17. PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS

- 17.1 Neither Party nor its subcontractors or agents shall use in any advertising or sales promotion, press releases, or other publicity matters any endorsements, direct or indirect quotes, or pictures that imply endorsement by the other Party or any of its employees without such first Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all publicity matters that mention or display one another's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied; the Party to whom a request is directed shall respond promptly. Nothing herein, however, shall be construed as preventing either Party from publicly stating the fact that it has executed this Agreement with the other Party.
- 17.2 Nothing in this Agreement will grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, logos, proprietary trade dress or trade names of the other Party in any advertising, press releases, publicity matters, marketing and/or promotional materials or for any other commercial purpose without prior written approval from such other Party.

18. CONFIDENTIALITY

- 18.1 Both Parties agree to protect proprietary information received from the other ("Proprietary Information") in accordance with the provisions of Section 222 of the Act.
- 18.2 Unless otherwise agreed, the obligations of confidentiality and non-use do not apply to such Proprietary Information that:
- 18.2.1 Was at the time of receipt, already known to the Party receiving the Proprietary Information (the "Receiving Party"), free of any obligation to keep confidential and evidenced by written records prepared prior to delivery by the Party disclosing the Proprietary Information (the "Disclosing Party"); or
 - 18.2.2 Is, or becomes publicly known through no wrongful act of the Receiving Party; or
 - 18.2.3 Is rightfully received from a Third Party having no direct or indirect secrecy or confidentiality obligation to the Disclosing Party with respect to such information, provided that such Receiving Party has exercised commercially reasonable efforts to determine whether such Third Party has any such obligation; or
 - 18.2.4 Is independently developed by an agent, employee representative or Affiliate of the Receiving Party and such Party is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the Proprietary Information; or
 - 18.2.5 Is disclosed to a Third Party by the Disclosing Party without similar restrictions on such Third Party's rights; or
 - 18.2.6 Is approved for release by written authorization of the Disclosing Party, but only to the extent of the authorization granted; or

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

19. INTERVENING LAW

19.1 This Agreement is the result of negotiations between the Parties and may incorporate certain provisions that resulted from arbitration by the appropriate state Commission(s). In entering into this Agreement and any Amendments to such Agreement and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s) which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations ("Change of Law Event") that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and/or otherwise affects the rights or obligations of either Party that are addressed by this Agreement, either Party may require modification to the Agreement consistent with the action of the Change of Law Event by providing a written request of either Party in accordance with Section 21.0 above ("Written Notice") to negotiate an amendment to the Agreement. With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to reach agreement on appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications within sixty (60) days from the Written Notice, any disputes between the Parties concerning such actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement. In the absence of a specifically required effective date in the Change of Law Event, such modification shall be effective on the effective date of the amendment incorporating the change.

20. GOVERNING LAW

20.1 Unless otherwise provided by Applicable Law, this Agreement shall be governed by and construed in accordance with the Act, the FCC Rules and Regulations interpreting the Act and other applicable federal law. To the extent that federal law would apply state law in interpreting this Agreement, the domestic laws of the state in which the Interconnection, Network Elements, functions, Facilities, products and services at issue are furnished or sought shall apply, without regard to that state's conflict of laws principles. Further, the Parties submit, as applicable, to personal jurisdiction in the state where the products and services at issue were furnished or sought and limited to Dallas, Texas and waive any and all objection to such venue.

21. REGULATORY APPROVAL

21.1 The Parties understand and agree that this Agreement and any amendment or modification hereto will be filed with the Commission for approval in accordance with Section 252 of the Act and may thereafter be filed with the FCC.

22. COMPLIANCE AND CERTIFICATION

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

22.2 Each Party warrants that it has obtained all necessary certifications and licenses prior to ordering any Interconnection, functions, Facilities, products and services from the other Party pursuant to this Agreement. Upon request, each Party shall provide proof of certification and licensure.

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

- 22.4 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the CALEA.
- 22.5 Carrier warrants that it is a telecommunications carrier within the meaning of 47 U.S.C. § 153(51) and acknowledges that only telecommunications carriers are entitled to enter into interconnection agreements under the Act. If, during the term of this Agreement, **AT&T TEXAS** has a good faith basis to question whether Carrier is acting as a telecommunications carrier, **AT&T TEXAS** may initiate a proceeding at the Commission to determine whether Carrier is acting as a telecommunications carrier, and may terminate this Agreement if the Commission determines Carrier is not doing so. In order to avoid the need for such a proceeding if possible, Carrier will cooperate with **AT&T TEXAS's** attempts to determine whether Carrier is acting as a telecommunications carrier by providing such information as **AT&T TEXAS** may reasonably request relating thereto.
- 22.6 Carrier warrants that such interconnection as it may obtain from **AT&T TEXAS** pursuant to this Agreement is for the provision of telephone exchange service as defined in 47 U.S.C. § 153(54) and/or exchange access as defined in 47 U.S.C. § 153(20), and acknowledges that **AT&T TEXAS** has no duty to provide interconnection pursuant to 47 U.S.C. § 251(c)(2) to a company that does not provide telephone exchange service or exchange access. If, during the term of this Agreement, **AT&T TEXAS** has a good faith basis to question whether Carrier is providing telephone exchange service or exchange access, **AT&T TEXAS** may initiate a proceeding at the Commission to determine whether Carrier is doing so, and may discontinue its provision of interconnection to Carrier pursuant to the Agreement if the Commission determines Carrier is not doing so. In order to avoid the need for such a proceeding if possible, Carrier will cooperate with **AT&T TEXAS's** attempts to determine whether Carrier is providing telephone exchange service or exchange access by providing such information as **AT&T TEXAS** may reasonably request relating thereto.
- 22.7 One year after the Effective Date of this Agreement, and again on the anniversary of the Effective Date in each succeeding year, Carrier will provide **AT&T TEXAS** a written document, signed under oath by a person with authority to bind Carrier certifying (i) that he or she has such authority; (ii) that Carrier is operating as a telecommunications carrier and is using interconnection provided by **AT&T TEXAS** to provide telephone exchange service as defined in 47 U.S.C. § 153(54) and/or exchange access as defined in 47 U.S.C. § 153(20), in accordance with subsections 22.5 and 22.6 above; (iii) that Carrier has not used the Facilities to deliver land-to-mobile traffic that it receives from **AT&T TEXAS** in a manner not permitted by this Agreement; and (iv) that Carrier has not used the Facilities to deliver traffic in a manner not permitted by this Agreement. If **AT&T TEXAS** does not timely receive such a certification from Carrier, **AT&T TEXAS** may send Carrier notice via certified mail or overnight delivery reminding Carrier that it may do so, and Carrier must then deliver the required certification to **AT&T TEXAS** within fifteen (15) days after such a notice is rendered. If the Carrier fails to provide the required certification required under this Agreement, **AT&T** may, in addition to exercising any other rights or remedies it may have under Applicable Law:
- 22.7.1 cancel any pending application, request or order for new or additional Interconnection products and/or services and network elements, under this Agreement;
- 22.7.2 disconnect any interconnection products and/or services furnished under this Agreement; and
- 22.7.3 discontinue providing any Interconnection products and/or services furnished under this Agreement.

23. LAW ENFORCEMENT AND CIVIL PROCESS

- 23.1 **AT&T TEXAS** and Carrier shall reasonably cooperate with the other Party in handling law enforcement requests as follows:
- 23.1.1 Intercept Devices

Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with a End

User of the other Party, it shall refer such request to the Party that serves such End User, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's facilities, in which case that Party shall comply with any valid request.

23.2 Subpoenas

23.2.1 If a Party receives a subpoena for information concerning a End User the Party knows to be a End User of the other Party, it shall refer the subpoena to the Requesting Party with an indication that the other Party is the responsible company, unless the subpoena requests records for a period of time during which the receiving Party was the End User's service provider, in which case that Party will respond to any valid request.

23.3 Emergencies

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

24. RELATIONSHIP OF THE PARTIES/INDEPENDENT CONTRACTOR

24.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party and each Party's contractor(s) shall be solely responsible for all matters relating to payment of such employees, including the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to its employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts and all other regulations governing such matters. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

24.2 Nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other. Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

25. NO THIRD PARTY BENEFICIARIES; DISCLAIMER OF AGENCY

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

26. ASSIGNMENT

26.1 Assignment of Contract

26.1.1 Carrier may not assign or transfer this Agreement or any rights or obligations hereunder, whether by operation of law or otherwise, to a non-affiliated Third Party without the prior

written consent of **AT&T TEXAS**. Any attempted assignment or transfer that is not permitted is void *ab initio*.

- 26.1.2 Carrier may assign or transfer this Agreement and all rights and obligations hereunder, whether by operation of law or otherwise, to its Affiliate by providing sixty (60) calendar days' advance written notice of such assignment or transfer to **AT&T TEXAS**; provided that such assignment or transfer is not inconsistent with Applicable Law (including the Affiliate's obligation to obtain and maintain proper Commission certification and approvals) or the terms and conditions of this Agreement. Notwithstanding the foregoing, Carrier may not assign or transfer this Agreement, or any rights or obligations hereunder, to its Affiliate if that Affiliate is a party to a separate agreement with **AT&T TEXAS** under Sections 251 and 252 of the Act. Any attempted assignment or transfer that is not permitted is void *ab initio*.
- 26.2 Corporate Name Change and/or change in "d/b/a" only
- 26.2.1 When only Carrier name and/or form of entity (*e.g.*, a corporation to a limited liability corporation) is changing, and which does not include a change to a Carrier OCN/ACNA, constitutes a Carrier Name Change. For a Carrier Name Change, Carrier will incur a record order charge for each Carrier CABS BAN.
- 26.3 Company Code Change
- 26.3.1 Any assignment or transfer of an agreement associated with the transfer or acquisition of "assets" provisioned under that agreement, where the OCN/ACNA formerly assigned to such "assets" is changing constitutes a Carrier Company Code Change. For the purposes of Section 26.3.1, "assets" means any Interconnection, Unbundled Network Element, function, facility, product or service provided under that agreement. Carrier shall provide **AT&T TEXAS** with ninety (90) calendar days advance written notice of any assignment associated with a Carrier Company Code Change and obtain **AT&T TEXAS**' consent. **AT&T TEXAS** shall not unreasonably withhold consent to an Carrier Company Code Change; provided, however, **AT&T TEXAS**' consent to any ALLTLE Company Code Change is contingent upon cure of any outstanding charges owed under that agreement and any outstanding charges associated with the "assets" subject to the Carrier Company Code Change. In addition, Carrier acknowledges that Carrier may be required to tender additional assurance of payment if requested under the terms of this Agreement.
- 26.3.2 For any Carrier Company Code Change, Carrier must submit a service order changing the OCN/ACNA for each end user record and/or a service order for each circuit ID number, as applicable. Carrier shall pay the appropriate charges for each service order submitted to accomplish a Carrier Company Code Change. In addition, Carrier shall pay any and all charges required for re-stenciling, re-engineering, changing locks and any other work necessary with respect to Collocation, as determined on an individual case basis.

27. SUBCONTRACTING

- 27.1 If either Party retains or engages any subcontractor to perform any of that Party's obligations under this Agreement, each Party will remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either Party performs through subcontractors.
- 27.2 Each Party will be solely responsible for payments due to that Party's subcontractors.
- 27.3 No subcontractor will be deemed a Third Party beneficiary for any purposes under this Agreement.
- 27.4 No contract, subcontract or other agreement entered into by either Party with any Third Party in connection with the provision of Interconnection, Network Elements, functions, facilities, products and services hereunder will provide for any indemnity, guarantee or assumption of liability by the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party.

- 27.5 Any subcontractor that gains access to CPNI, Confidential Information or Proprietary Information covered by this Agreement shall be required by the subcontracting Party to protect such CPNI or Proprietary Information to the same extent the subcontracting Party is required to protect such CPNI or Proprietary Information under the terms of this Agreement.

28. ENVIRONMENTAL CONTAMINATION

- 28.1 Each Party shall be solely responsible at its own expense for the proper handling, use, removal, excavation, storage, treatment, transport, disposal, or any other management by such Party or any person acting on its behalf of all Hazardous Substances and Environmental Hazards introduced to the affected work location and will perform such activities in accordance with Applicable Law.
- 28.2 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, **AT&T TEXAS** shall, at Carrier's request, indemnify, defend, and hold harmless Carrier, each of its officers, directors and employees from and against any losses, damages, costs, fines, penalties and expenses (including reasonable attorneys and consultant's fees) of every kind and nature to the extent they are incurred by any of those parties in connection with a claim, demand, suit, or proceeding for damages, penalties, contribution, injunction, or any other kind of relief that is based upon, arises out of, is caused by, or results from: (i) the removal or disposal from the work location of a Hazardous Substance by **AT&T TEXAS** or any person acting on behalf of **AT&T TEXAS**, or the subsequent storage, processing, or other handling of such Hazardous Substances after they have been removed from the work location, (ii) the Release of a Hazardous Substance, regardless of its source, by **AT&T TEXAS** or any person acting on behalf of **AT&T TEXAS**, or (iii) the presence at the work location of an Environmental Hazard for which **AT&T TEXAS** is responsible under Applicable Law or a Hazardous Substance introduced into the work location by **AT&T TEXAS** or any person acting on behalf of **AT&T TEXAS**.
- 28.3 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, Carrier shall, at **AT&T TEXAS'** request, indemnify, defend, and hold harmless **AT&T TEXAS**, each of its officers, directors and employees from and against any losses, damages, costs, fines, penalties and expenses (including reasonable attorney's and consultant's fees) of every kind and nature to the extent they are incurred by any of those parties in connection with a claim, demand, suit, or proceeding for damages, penalties, contribution, injunction, or any other kind of relief that is based upon, arises out of, is caused by, or results from: (i) the removal or disposal of a Hazardous Substance from the work location by Carrier or any person acting on behalf of Carrier, or the subsequent storage, processing, or other handling of such Hazardous Substances after they have been removed from the work location, (ii) the Release of a Hazardous Substance, regardless of its source, by Carrier or any person acting on behalf of Carrier, or (iii) the presence at the work location of an Environmental Hazard for which Carrier is responsible under Applicable Law or a Hazardous Substance introduced into the work location by Carrier or any person acting on behalf of Carrier.
- 28.4 For the purposes of this agreement, "Hazardous Substances" means 1) any material or substance that is defined or classified as a hazardous substance, hazardous waste, hazardous material, hazardous chemical, pollutant, or contaminant under any federal, state, or local environmental statute, rule, regulation, ordinance or other Applicable Law dealing with the protection of human health or the environment, 2) petroleum, oil, gasoline, natural gas, fuel oil, motor oil, waste oil, diesel fuel, jet fuel, and other petroleum hydrocarbons, or 3) asbestos and asbestos containing material in any form, and 4) any soil, groundwater, air, or other media contaminated with any of the materials or substances described above.
- 28.5 For the purposes of this agreement, "Environmental Hazard" means 1) the presence of petroleum vapors or other gases in hazardous concentrations in a manhole or other confined space, or conditions reasonably likely to give rise to such concentrations, 2) asbestos containing materials, or 3) any potential hazard that would not be obvious to an individual entering the work location or detectable using work practices standard in the industry.

- 28.6 For the purposes of this agreement, "Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposal, or other movement into 1) the work location, or 2) other environmental media, including but not limited to, the air, ground or surface water, or soil.

29. FORCE MAJEURE

- 29.1 No Party shall be responsible for delays or failures in performance of any part of this Agreement (other than an obligation to make money payments) resulting from acts or occurrences beyond the reasonable control of such Party, including acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any Governmental Authority, embargoes, epidemics of a severely debilitating disease (SARS), terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, hurricanes, floods, work stoppages, equipment failures, cable cuts, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (individually or collectively, a "Force Majeure Event") or any Delaying Event caused by the other Party or any other circumstances beyond the Party's reasonable control. If a Force Majeure Event shall occur, the Party affected shall give prompt notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its reasonable efforts to avoid or remove the cause of nonperformance in a non-discriminatory fashion vis-à-vis other Telecommunications Carriers, including the affected Party's own Affiliates, and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease in a non-discriminatory fashion vis-à-vis other Telecommunications Carriers, including the affected Party's own Affiliates.

30. TAXES

- 30.1 Each Party purchasing Interconnection, functions, facilities, products and services under this Agreement shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, municipal fees, transfer, transaction or similar taxes, fees, or surcharges (hereinafter "Tax") imposed on, or with respect to, the Interconnection, functions, facilities, products and services under this Agreement provided by or to such Party, except for (a) any Tax on either Party's corporate existence, status, or income or (b) any corporate franchise Taxes. Taxes shall be billed as a separate item on the invoice.
- 30.2 With respect to any purchase of Interconnection functions, facilities, products and services under this Agreement if any Tax is required or permitted by Applicable Law to be collected from the purchasing Party by the providing Party, then: (i) the providing Party shall bill the purchasing Party for such Tax; (ii) the purchasing Party shall remit such Tax to the providing Party; and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority. Failure to include Taxes on an invoice or to state a Tax separately shall not impair the obligation of the purchasing Party to pay any Tax. Nothing shall prevent the providing Party from paying any Tax to the appropriate taxing authority prior to the time: (1) it bills the purchasing Party for such Tax, or (2) it collects the Tax from the purchasing Party. Notwithstanding anything in this Agreement to the contrary, the purchasing Party shall be liable for and the providing Party may collect Taxes which were assessed by or paid to an appropriate taxing authority within the statute of limitations period but not included on an invoice within four (4) years after the Tax otherwise was owed or due.
- 30.3 With respect to any purchase hereunder of Interconnection functions, facilities, products and services under this Agreement that are resold to a End User, if any Tax is imposed by Applicable Law on the End User purchaser in connection with any such purchase, then: (i) the purchasing Party shall be

- required to impose and/or collect such Tax from the End User purchaser; and (ii) the purchasing Party shall remit such Tax to the applicable taxing authority. The purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such tax to such authority.
- 30.4 If the providing Party fails to bill or to collect any Tax as required herein, then, as between the providing Party and the purchasing Party: (i) the purchasing Party shall remain liable for such uncollected Tax; and (ii) the providing Party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing Party fails to pay any Taxes properly billed, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the Taxes, penalty and interest.
- 30.5 If the purchasing Party fails to impose any Tax on and/or collect any Tax from End User purchaser as required herein, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay or impose on and/or collect from End User purchasers, the purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such Tax to such authority.
- 30.6 If either Party is audited by a taxing authority or other Governmental Authority, the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.
- 30.7 If Applicable Law excludes or exempts a purchase of Interconnection functions, facilities, products and services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party (a) furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the Applicable Law that both allows such exemption and does not require an exemption certificate; and (b) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any tax, interest, penalties, Loss, cost or expense with respect to forbearing to collect such Tax.
- 30.8 With respect to any Tax or Tax controversy covered by this Section 30, the purchasing Party is entitled to contest with the imposing jurisdiction, pursuant to Applicable Law and at its own expense, any Tax that it is ultimately obligated to pay or collect. The purchasing Party will ensure that no lien is attached to any asset of the providing Party as a result of any contest. The purchasing Party shall be entitled to the benefit of any refund or recovery of amounts that it had previously paid resulting from such a contest. Amounts previously paid by the providing Party shall be refunded to the providing Party. The providing Party will cooperate in any such contest.
- 30.9 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 30 shall be sent in accordance with Section 16, "Notices" hereof.

31. NON-WAIVER

- 31.1 Except as otherwise specified in this Agreement, no waiver of any provision of this Agreement and no consent to any default under this Agreement shall be effective unless the same is in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege. No course of dealing or failure of any Party to strictly enforce any term,

right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.

32. NETWORK MAINTENANCE AND MANAGEMENT

- 32.1 The Parties will work cooperatively to implement this Agreement. The Parties will exchange appropriate information (for example, maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, escalation processes, etc.) to achieve this desired result.
- 32.2 Each Party will administer its network to ensure acceptable service levels to all users of its network services. Service levels are generally considered acceptable only when End Users are able to establish connections with little or no delay encountered in the network. Each Party will provide a 24-hour contact number for network traffic management issues to the other's surveillance management center and a trouble reporting number.
- 32.3 Each Party maintains the right to implement protective network traffic management controls, such as "cancel to", "call gapping" or 7-digit and 10-digit code gaps, to selectively cancel the completion of traffic over its network, including traffic destined for the other Party's network, when required to protect the public-switched network from congestion as a result of occurrences such as facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.
- 32.4 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Expansive controls shall be used only when mutually agreed to by the Parties.
- 32.5 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes to prevent or mitigate the impact of these events on the public-switched network, including any disruption or loss of service to the other Party's End Users. Facsimile (FAX) numbers must be exchanged by the Parties to facilitate event notifications for planned mass calling events.
- 32.6 Neither Party shall use any Interconnection, function, facility, product or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with or impairs service over any facilities of **AT&T TEXAS**, its affiliated companies or other connecting Telecommunications Carriers, prevents any Telecommunications Carrier from using its Telecommunications Service, impairs the quality or the privacy of Telecommunications Service to other Telecommunications Carriers or to either Party's End Users, causes hazards to either Party's personnel or the public, damage to either Party's or any connecting Telecommunications Carrier's facilities or equipment, including any malfunction of ordering or billing systems or equipment. Upon such occurrence either Party may discontinue or refuse service, but only for so long as the other Party is violating this provision. Upon any such violation, either Party shall provide the other Party notice of the violation at the earliest practicable time.
- 32.7 When the Parties employ direct interconnection, they will cooperate to establish separate, dedicated Trunks for the completion of calls to high volume End Users.
- 32.8 Carrier and **AT&T TEXAS** will work cooperatively to install and maintain a reliable network. Carrier and **AT&T TEXAS** will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government and such other information as the Parties shall mutually agree) to achieve this desired reliability.
- 32.9 Carrier shall acknowledge calls in accordance with the following protocols.
- 32.9.1 Carrier will provide a voice intercept announcement or distinctive tone signals to the calling party when a call is directed to a number that is not assigned by Carrier.

- 32.9.2 Carrier will provide a voice announcement or distinctive tone signals to the calling party when a call has been received and accepted by Carrier's MSC.
- 32.10 When Carrier's MSC is not able to complete calls because of a malfunction in the MSC or other equipment, Carrier will either divert the call to its operator, or provide a recorded announcement to the calling party advising that the call cannot be completed.
- 32.11 Carrier will provide supervisory tones or voice announcements to the calling party on all calls, consistent with standard telephone industry practices.
- 32.12 Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. Each Party agrees to comply with the Network Disclosure rules adopted by the FCC in CC Docket No. 96-98, Second Report and Order, codified at 47 C.F.R. 51.325 through 51.335, as such rules may be amended from time to time (the "Network Disclosure Rules").
- 32.13 Carrier agrees to pay AT&T TEXAS for Time and Materials in all instances where Carrier submits a trouble report and AT&T TEXAS, through investigation and testing, determines that the trouble is outside of the AT&T TEXAS network. Carrier will be billed Time and Material Rate from the appropriate tariff.

33. SIGNALING

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

34. END USER INQUIRIES

- 34.1 Each Party will refer all questions regarding the other Party's services or products directly to the other Party at a telephone number specified by that Party.
- 34.2 Each Party will ensure that representatives who receive inquiries regarding the other Party's services:
- 34.2.1 Provide the specified telephone number to callers who inquire about the other Party's services or products; and
- 34.2.2 Do not in any way disparage or discriminate against the other Party or its products or services.
- 34.3 Except as otherwise provided in this Agreement, Carrier shall be the primary point of contact for Carrier's End Users with respect to the services Carrier provides such End Users.

35. EXPENSES

- 35.1 Except as expressly set forth in this Agreement, each Party will be solely responsible for its own expenses involved in all activities related to the matters covered by this Agreement.

35.2 **AT&T TEXAS** and Carrier shall each be responsible for one-half (1/2) of expenses payable to a Third Party for Commission fees or other charges (including regulatory fees and any costs of notice or publication, but not including attorney's fees) associated with the filing of this Agreement.

36. CONFLICT OF INTEREST

36.1 The Parties represent that no employee or agent of either Party has been or will be employed, retained, or paid a fee, or has otherwise received or will receive any personal compensation or consideration from the other Party, or from any of the other Party's employees or agents, in connection with the negotiation of this Agreement or any associated documents.

37. SURVIVAL OF OBLIGATIONS

37.1 The Parties' obligations under this Agreement, which by their nature are intended to continue beyond the termination or expiration of this Agreement, shall survive the termination or expiration of this Agreement. Without limiting the general applicability of the foregoing, the following terms and conditions of these General Terms and Conditions are specifically agreed by the Parties to continue beyond the termination or expiration of this Agreement: Sections 4.5; 4.6, 6, 9, 10, 12 14, 15, 17, 18, 20, 22.4, 23.3, 27, 31, and 39.

38. SCOPE OF AGREEMENT

38.1 This Agreement is intended to describe and enable specific Interconnection and compensation arrangements between the Parties. This Agreement is the arrangement under which the Parties may purchase from each other the products and services described in Section 251 of the Act and obtain approval of such arrangement under Section 252 of the Act. Except as agreed upon in writing, neither Party shall be required to provide the other Party a function, facility, product, service or arrangement described in the Act that is not expressly provided herein.

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

39. AMENDMENTS AND MODIFICATIONS

39.1 No provision of this Agreement shall be deemed amended or modified by either Party unless such amendment or modification is in writing, dated, and signed by authorized representatives of both Parties. The rates, terms and conditions contained in the amendment shall become effective upon approval of such amendment by the appropriate Commission(s). **AT&T TEXAS** and Carrier shall each be responsible for its share of the publication expense (i.e., filing fees, delivery and reproduction expense, and newspaper notification fees), to the extent publication is required for filing of an amendment by a specific state.

39.2 Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications.

39.3 If either Party proposes to make any permanent changes in the arrangements provided for in this Agreement, or any Attachments, or any permanent change in its operations that would affect the other Party's operations or services once the Trunks, apparatus, equipment, or any other item furnished by the Parties under this Agreement are installed, the changing Party shall give reasonable advance written notice to the other Party of such changes, advising when such changes will be made. All such changes shall be coordinated with the non-changing Party. Nothing in this Section shall affect the Parties' rights and obligations under this Agreement.

39.4 Subject to specific provisions herein to the contrary, each Party shall be solely responsible, at its expense, for the overall design of its services and for any redesigning or rearrangement of its services that may be required because of changes in Facilities, Trunks, operations or procedures of the other Party, minimum network protection criteria, or operating or maintenance characteristics of the Trunks.

40. AUTHORIZATION

- 40.1 **AT&T TEXAS** represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation, that AT&T Services, Inc. has full power and authority to execute and deliver this Agreement as agent for **AT&T TEXAS**, and that **AT&T TEXAS** has full power and authority to perform its obligations hereunder.
- 40.2 Carrier represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation, and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.
- 40.3 Each Party warrants that it has obtained or will obtain prior to operating under this Agreement, all-necessary jurisdictional licenses, authorizations and/or certifications required in those jurisdictions in which it will order services or Facilities or will operate under this Agreement. Upon request, each Party shall provide proof of such licenses, authorizations and/or certification.

41. ENTIRE AGREEMENT

41.1 **AT&T TEXAS**

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

42. MULTIPLE COUNTERPARTS

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

43. DIALING PARITY

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

44. REMEDIES

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

**AT&T TEXAS CMRS Interconnection
Agreement Signatures**

Signature: [Handwritten Signature]
Name: Lowell Feldman
(Print or Type)
Title: CEO
(Print or Type)
Date: 2-4-2016

Signature: [Handwritten Signature]
Name: Kristen E. Shore
(Print or Type)
Title: Exec Dir - Regulatory
(Print or Type)
Date: 4/11/16

Worldcall Interconnect, Inc.

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

Executed under protest and without waiver. The entirety of this "Agreement" was imposed through regulatory compulsion. WCX has not, did not and does not voluntarily agree to any of the terms, conditions or prices contained herein. Further, WCX continues to object to any and all terms, conditions or prices to the extent they are not consistent with, or violate, the requirements of the Communications Act and/or FCC rules. WCX intends to, and will, apply, follow, and abide by the Act and FCC rules in all respects notwithstanding any terms herein to the contrary. WCX also reiterates its assertion that the "Agreement" is not a valid contract under state law.

AT&T Texas notes that WCX has signed this ICA under protest and reserving its rights. AT&T Texas objects to the notation that WCX has appended to its signature, which is not part of the interconnection agreement the Public Utility Commission of Texas approved in Docket No. 44538. WCX's disclaimer added to its signature block does not modify the terms and conditions of the Agreement. WCX is bound by the terms of the Agreement the Commission approved and AT&T Texas will enforce those terms.

State	OCN
TEXAS	139F

Description	ACNA Code(s)
ACNA(s)	XWC

APPENDIX NIM (NETWORK INTERCONNECTION METHODS)

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APPENDIX NIM (NETWORK INTERCONNECTION METHODS)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for direct TDM Interconnection provided by **AT&T TEXAS** and Carrier.
- 1.2 Interconnection shall be provided at a level of quality equal to that which **AT&T TEXAS** provides to itself, a subsidiary, an Affiliate, or any other Telecommunications Carrier, but is only for the exchange of Authorized Services traffic.
- 1.3 In the event the Parties deploy new switches after the Effective Date, the Parties will provide reasonable advance notice of such change and will work cooperatively to accomplish all necessary network changes.
- 1.4 Carrier may designate the interface it wants to receive from the following: Trunk Side terminations at voice grade, DS0 or DS1 level.
- 1.5 Carrier and **AT&T TEXAS** will interconnect directly at each **AT&T TEXAS** Tandem in each LATA in which they exchange Non-Access Calls and/or Switched Access Services traffic.
- 1.6 Facilities will be planned for in accordance with the trunk forecasts exchanged between the Parties as described in Appendix ITR.

2. POINT OF INTERCONNECTION OPTIONS

- 2.1 Carrier and **AT&T TEXAS** shall mutually agree on a POI for each Facility with Trunks utilized to carry traffic between their respective networks. A POI may be located at:
 - 2.1.1 the **AT&T TEXAS** Wire Center where the Facilities terminate for Carrier to **AT&T TEXAS** Authorized Services traffic,
 - 2.1.2 Carrier's office, or a point within **AT&T TEXAS**' network where the Facilities terminate (if Carrier is outside of **AT&T TEXAS**' network) for **AT&T TEXAS** to Carrier Authorized Services traffic, or
 - 2.1.3 another, technically feasible location within **AT&T TEXAS**' network.
- 2.2 A POI for a LATA shall not be located in a different LATA.

3. TERMS AND COMPENSATION FOR USE OF FACILITIES

- 3.1 Nothing in this Agreement shall be construed as authorizing Carrier to receive traffic from **AT&T TEXAS** over Interconnection Facilities and, in turn, forward such traffic to a CLEC, an ILEC, or a non-CMRS VoIP provider (i.e., the final destination of land-to-mobile traffic delivered from **AT&T TEXAS** is Carrier's End Users).
- 3.2 Nothing in this Agreement shall be construed as authorizing Carrier to aggregate traffic from a CLEC, an ILEC, or a non-CMRS VoIP provider and use Interconnection Facilities to deliver such traffic to **AT&T TEXAS** (i.e., mobile-to-land traffic delivered from Carrier to **AT&T TEXAS** must be from Carrier's End Users and may not be from any CLEC, ILEC, or non-CMRS VoIP provider). For the avoidance of doubt, traffic from the End Users of such providers does not constitute Authorized Services traffic..
- 3.3 Each Party shall be responsible for providing its own or leased transport Facilities to route calls to and from the POI. Each Party may construct its own Facilities, it may purchase or lease these Facilities from a Third Party, or it may purchase or lease these Facilities from the other Party, if available, pursuant to access services tariff or separate contract.
- 3.4 The Parties will connect their networks using digital Facilities of at least DS-1 transmission rates ("DS-1 Facilities"), where available.

- 3.5 The following shall apply solely for Facilities connecting the Parties' networks.
- 3.5.1 Notwithstanding any other provision of this Agreement, **AT&T TEXAS** shall not have dedicated transport obligations over, nor shall it have any obligation to share the cost of, Facilities between the Parties' networks that either cross a LATA boundary or that are outside of the **AT&T TEXAS** franchise service area, or that exceed a distance of fourteen (14) miles (or the state's defined local calling area, whichever is greater) from the **AT&T TEXAS** Central Office Switch where the Facility connection is established. Carrier is responsible for the cost of Trunks and Facilities beyond fourteen (14) miles (or outside the state's defined local calling area, whichever is greater).
- 3.5.1.1 AT&T Texas shall not have dedicated transport obligations over, nor have any obligation to share the cost of, Facilities between the Parties' networks that are outside of the **AT&T TEXAS** franchise service area, or extend beyond an MTA boundary, whichever is greater, from the **AT&T TEXAS** Central Office Switch where the Facility connection is established.
- 3.5.2 In calculating the shared cost of Facilities, **AT&T TEXAS** is responsible for the proportionate share of the Facilities and/or Trunks used to deliver **AT&T TEXAS** originated Non-Access Calls to Carrier's network under this Agreement; Carrier is responsible for the remainder of the shared cost.
- 3.5.3 Absent agreement of the Parties to the contrary, the cost of shared DS-1 Facilities will be split between the Parties either on relative actual traffic volumes (if the Parties can measure actual traffic volumes in both directions) or, in the absence of actual traffic measurement capabilities, according to the Shared Facility Factor listed in Appendix – Pricing (Wireless). Should the Parties desire to share the cost of Facilities larger than DS-1 Facilities, they will separately negotiate terms for such sharing.
- 3.5.3.1 Where Carrier has purchased high bandwidth facilities (e.g., DS3 and above) for multiple uses, Carrier will make available these facilities, for trunking and Interconnection, to **AT&T TEXAS**. If **AT&T TEXAS** chooses to use such high bandwidth facilities for trunking and Interconnection, Carrier will charge **AT&T TEXAS** a proportionate share of the cost of the high bandwidth facilities. Carrier shall bill and **AT&T TEXAS** shall pay Carrier at a rate representative of a DS1 equivalent based upon each 200,000 MOUs of **AT&T TEXAS** originated traffic over such high bandwidth facilities within a single month and based upon Carrier's actual cost of a DS1 on such high bandwidth facilities, not to exceed **AT&T TEXAS**' tariffed rates.
- 3.5.3.2 The Shared Facility Factor is Carrier specific; any other carrier adopting this Agreement must supply its own Carrier-specific data to support its own Factor. The amount of **AT&T TEXAS** originated traffic shall be based upon actual measurements.
- 3.5.4 Each Party reserves the right to refuse or discontinue the use of a shared Facilities arrangement provided by the other Party, the Facilities provided directly by the other Party or via a Third Party. This provision does not negate any obligations either Party may have regarding such Facilities, such as but not limited to, term and notice provisions.
- 3.5.5 When a Party uses its own Facilities (either through self-provisioning, or through the purchase of Facilities from the other Party or from Third Parties) to deliver one-way traffic flowing from its network to the POI for delivery to the other Party's network, such Party shall provide such Facilities at its sole cost and expense.
- 3.5.6 When a Party uses Facilities provided by the other Party (either through self provisioning, or through the purchase of Facilities from the other Party or from Third Parties) to deliver traffic from its network that are (a) dedicated to the transmission of Authorized Services traffic between the Parties' networks, and (b) are shared by the Parties, such Party will reimburse the other Party for a proportionate share of the cost of Facilities. Notwithstanding the foregoing, if Carrier

obtains shared Facilities from a Third Party, nothing herein shall obligate **AT&T TEXAS** to reimburse Carrier for those Facilities. **AT&T TEXAS** will not utilize third party facilities for routing **AT&T TEXAS** originated traffic to Carrier. If **AT&T TEXAS** desires to utilize third party facilities then the Parties agree to amend this Agreement.

3.5.6.1 If either Party can measure the actual amount of traffic delivered to it in minutes of use over such Facilities the Parties will negotiate compensation arrangements for the allocation of the cost of such Facilities. **AT&T TEXAS'** use of such Facilities is equal to the amount of Non-Access traffic originated on its network and terminated on Carrier's network; Carrier's use of such Facilities and/or Trunks is the sum of the following: (1) the amount of traffic of any kind delivered to **AT&T TEXAS'** network by Carrier, and (2) the amount of Transit Traffic delivered to Carrier's network by **AT&T TEXAS**.

3.5.6.2 If the Parties can not measure the actual amount of traffic delivered in both directions over such Facilities and/or Trunks, or cannot distinguish Non-Access Calls from all other traffic in the land-to-mobile direction, during the term hereof (in order to calculate the actual proportion of usage of such Facilities and/or Trunks by each Party), the Party, who is delivering traffic through Facilities and/or Trunks provided by the other Party, shall pay to the other Party providing such Facilities and/or Trunks its share of the costs of such Facilities and/or Trunks utilizing the Shared Facility Factor set forth in Appendix – Pricing (Wireless) which represents **AT&T TEXAS'** share of the cost; provided, however, that either Party may submit to the other Party a traffic study, a reasonable estimate of its traffic with supporting justification for such estimate, and/or other network information in complete and appropriate form (determined in good faith)("Shared Facility Information") that the Parties will use to negotiate in good faith a different Carrier-specific Shared Facility Factor. In computing the Shared Facility Factor, the amount of Non-Access Calls originated on **AT&T TEXAS'** network and terminated on Carrier's network, shall be compared to the sum of all other traffic exchanged between the Parties. The Shared Facility Information must be Carrier-specific and relate to Carrier's network in the State; it shall not be based on industry average data or the data of other Telecommunications Carriers. If such Shared Facility Information is provided within ninety (90) Days after the date this Agreement is executed by duly authorized representatives of both Parties, then any Carrier-specific Shared Facility Factor derived using such Shared Facility Information shall be effective as of the date on which the Shared Facility Information was provided in complete and appropriate form (determined in good faith) to the other Party, but no earlier than the Effective Date of this Agreement; otherwise, the Carrier-specific Shared Facility Factor will be effective as of the date the Shared Facility Information was provided in complete and appropriate form (determined in good faith) to the other Party. Any Carrier-specific Shared Facility Factor that becomes effective during the Initial Term of the Agreement will remain in effect during the Initial Term of the Agreement. After the expiration of the Initial Term hereof, such Carrier-specific Shared Facility Factor established during the Initial Term shall remain in effect thereafter unless either Party provides new Shared Facility Information to the other Party. In such case, the Parties shall use that new Carrier-specific Shared Facility Information to renegotiate in good faith a new revised Carrier-specific Shared Facility Factor. Renegotiation of the Carrier-specific Shared Facility Factor shall occur no more frequently than once every twelve months.

4. ANCILLARY SERVICES TRAFFIC

- 4.1 If Carrier delivers Ancillary Services traffic to **AT&T TEXAS**, Carrier shall provide Facilities and connections in each LATA dedicated solely for Ancillary Services traffic. Ancillary Service traffic requires a dedicated DS-1 Facility. The connection used must be an Ancillary Services Connection.
- 4.2 If Carrier supports 911 and/or E911 through Interconnection with **AT&T TEXAS**, Carrier may provide its own Facilities or purchase Facilities from a Third Party to connect its network with **AT&T TEXAS'** 911

Tandem. Alternatively, Carrier may purchase appropriate Facilities from **AT&T TEXAS'** applicable Access Services Tariff.

APPENDIX ITR (Interconnection Trunking Requirements)

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APPENDIX ITR (INTERCONNECTION TRUNKING REQUIREMENTS)

1. INTRODUCTION

- 1.1 This Appendix provides descriptions of the trunking requirements between Carrier and **AT&T TEXAS** for direct TDM Interconnection. The paragraphs herein describe the required and optional Interconnection Trunk Groups for Non-Access/intraMTA, IXC trunks, mass calling, 911/E911, Operator Services and Directory Assistance traffic.
- 1.2 **AT&T TEXAS** and Carrier exchange traffic over their networks in accordance with the provisions of this Agreement. Carrier shall deliver all direct TDM Interconnection traffic destined to terminate on **AT&T TEXAS**' network through Interconnection Trunks obtained pursuant to this Appendix. This Appendix is not intended to allow for the exchange of Paging Traffic between the Parties' respective networks. If the Parties have Paging Traffic to exchange, a separate interconnection agreement must be negotiated to address that traffic.
- 1.3 Carrier shall not route traffic it receives from or through an IXC over the Interconnection Trunks provided by **AT&T TEXAS** to Carrier pursuant to this Agreement.

2. TRUNKING DESCRIPTIONS

- 2.1 Type 1: Provides a one-way Trunk Side connection between an **AT&T TEXAS** end office and Carrier's network. Type 1 Trunks will be used solely for the transmission and routing of Ancillary Services traffic.
- 2.2 Type 2A: Provides a Trunk Side connection between an **AT&T TEXAS** Tandem Switch and Carrier's network. Traffic delivered by Carrier to **AT&T TEXAS** for termination by AT&T Texas (as contrasted with Transit or MPB traffic) must be destined for an NPA-NXX residing in an **AT&T TEXAS** End Office Switch that homes on that **AT&T TEXAS** Tandem Switch. Type 2A Trunks can be one-way or two-way.
- 2.3 Type 2A Local/Equal Access Combined Trunk Group: Provides a Trunk Side connection between Carrier's network and an **AT&T TEXAS** Access Tandem. Local/Equal Access Trunk Groups carry access traffic and Non-Access traffic. This Trunk Group requires an interface utilizing equal access signaling.
- 2.4 Type 2A Equal Access Trunk Group: Provides a Trunk Side connection between Carrier's network and an **AT&T TEXAS** Access Tandem. Equal Access Trunk Groups carry only access traffic. This Trunk Group requires an interface utilizing equal access signaling.
 - 2.4.1 In **AT&T TEXAS**, a separate Type 2A Equal Access Trunk Group is required when **AT&T TEXAS** is not able to record Carrier-originated traffic routed to an IXC. Carrier will also provide to **AT&T TEXAS**, using industry standard data record formats, recordings of all calls (both Completed Calls and attempts) to IXCs from Carrier's network using Trunks employing a Type 2A connection.
- 2.5 Type 2B: Provides a Trunk Side connection between Carrier's network and **AT&T TEXAS** End Office Switch providing the capability to access only subscribers served by that End Office Switch. Type 2B is a one-way mobile- to-land or land-to-mobile trunk group (and two-way, where available) and is available where facilities and equipment permit. Type 2B is not offered at DMS 10, Ericsson and 1AESS switches.
- 2.6 Type 2C: Provides a one-way terminating Trunk Side connection between Carrier's MSC and **AT&T TEXAS**' 911 Tandem equipped to provide access to E911 services.
- 2.7 Type 2D: Provides a direct voice-grade transmission path to a LEC Operator Services System (OSS) switch.
 - 2.7.1 Directory Assistance and/or Operator Services traffic may be delivered through a dedicated

Trunk Group to an **AT&T TEXAS** Operator Services switch.

3. TRUNK REQUIREMENTS

- 3.1 Trunk Groups for the exchange of traffic will be established between the Parties' switches.
- 3.2 Carrier shall trunk to all **AT&T TEXAS** Tandems in each LATA from each MSC where Carrier desires to exchange Non-Access traffic or, in the event Carrier has no MSC in the LATA, from Carrier's designated POI(s) within the LATA. Carrier and **AT&T TEXAS** will follow the shared facility provision set forth in Attachment Network Interconnection Methods (NIM).
- 3.3 INTENTIONALLY LEFT BLANK.
- 3.4 Direct End Office Trunking
 - 3.4.1 The Parties shall establish a one-way mobile-to-land or land-to-mobile DEOT when actual or projected total end office traffic requires twenty-four (24) or more Trunks (500 Centum Call Seconds "CCS") for 3 consecutive months. If the DEOT is designed to overflow, the traffic will be alternate routed to the appropriate **AT&T TEXAS** Tandem. DEOTs established as direct finals will not overflow from either direction to any alternate route. If Carrier chooses to open an NPA/NXX, port a number, or a pool a number that is rated as local to an **AT&T TEXAS** End Office Switch that does not sub-tend an **AT&T TEXAS** Tandem for local calling, Carrier shall establish a direct final DEOT to such **AT&T TEXAS** End Office Switch.
 - 3.4.2 The Parties may establish or will migrate from one-way to two-way DEOT's when the two-way service becomes available in each **AT&T TEXAS** location.
 - 3.4.3 Carrier shall establish DEOTs in accordance with 3.4.1 within thirty (30) days of notice from **AT&T TEXAS**.
- 3.5 High Volume Call In (HVCI) / Mass Calling (Choke) Trunk Group: **AT&T TEXAS**
 - 3.5.1 A dedicated Trunk Group shall be required to the designated Public Response HVCI/Mass Calling Network Access Tandem in each serving area. This Trunk Group shall be one-way outgoing only and shall utilize MF signaling. As the HVCI/Mass Calling Trunk Group is designed to block all excessive attempts toward HVCI/Mass Calling NXXs, it is necessarily exempt from the one percent blocking standard described elsewhere for other final local Interconnection Trunk Groups. Carrier will have administrative control for the purpose of issuing ASRs on this one-way Trunk Group. The Parties will not exchange live traffic until successful testing is completed by both Parties.

3.5.1.1 This Trunk Group shall be sized as follows:

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

- 3.5.2 If Carrier should acquire a HVCI/Mass Calling End User (e.g., a radio station), Carrier shall notify **AT&T TEXAS** at least sixty (60) Days in advance of the need to establish a one-way outgoing SS7 or MF Trunk Group from the **AT&T TEXAS** HVCI/Mass Calling Serving Office to the Carrier End User's serving office. Carrier will have administrative control for the purpose of issuing ASRs on this one-way Trunk Group.

3.5.2.1 If Carrier finds it necessary to issue a new choke telephone number to a new or existing HVCI/Mass Calling End User, the Carrier may request a meeting to coordinate with **AT&T TEXAS** the assignment of HVCI/Mass Calling telephone number from the existing choke NXX. In the event that the Carrier establishes a new choke NXX, Carrier must notify **AT&T TEXAS** a minimum of ninety (90) Days prior to deployment of the new HVCI/Mass Calling NXX. **AT&T TEXAS** will perform the necessary translations in its end offices and Tandem(s) and issue ASR's to establish a one-way outgoing SS7 or MF trunk group from the **AT&T TEXAS** Public Response HVCI/Mass Calling Network Access Tandem to the Carrier's choke serving office.

3.6 911/E911

3.6.1 See Cellular/PCS Appendix Emergency Service Access (E911) for trunk requirements.

4. TRUNK FORECASTING

- 4.1 Carrier agrees to provide Trunk forecasts to assist in the planning and provisioning of Interconnection Trunk Groups and Facilities.
- 4.2 Carrier will provide a Trunk forecast prior to initial implementation, and subsequent forecasts will be provided to **AT&T TEXAS** upon request, as often as twice a year. The forecast shall include yearly forecasted Trunk quantities (which include measurements that reflect actual Tandem local Interconnection and InterLATA Trunks, end office local Interconnection Trunks, and Tandem subtending local Interconnection end office equivalent Trunk requirements) for a minimum of three (current plus 2 future) years.
- 4.3 Revised Trunk forecasts will be provided by Carrier whenever there are significant increases or decreases in trunking demand than reflected in previously submitted forecasts.
- 4.4 Trunk forecasts shall include yearly forecasted Trunk quantities by Tandem and subtending end offices. Identification of each Trunk will be by the "from" and "to" Common Language Location Identifiers (CLLI), as described in Telcordia Technologies documents BR 795-100-100 and BR 795-400-100.
- 4.5 The Parties agree to meet to review each submitted forecast, if deemed necessary by the Parties.

5. TRUNK PROVISIONING

- 5.1 Carrier will be responsible for ordering all Interconnection Trunk Groups.
- 5.2 Orders from Carrier to **AT&T TEXAS** to establish, add, change, or disconnect Trunks shall be submitted using **AT&T TEXAS'** applicable ordering system. Two-way Trunk Groups may only be used for the delivery of traffic in both directions.
- 5.3 Orders that comprise a major project that directly impacts the other Party will be jointly planned and coordinated. Major projects are those that require the coordination and execution of multiple orders, or related activities between and among **AT&T TEXAS** and Carrier work groups, including but not limited to the initial establishment of Trunk Groups in an area, designated NPA-NXX relocations, re-homes, facility grooming or major network rearrangements.
- 5.4 Due dates for the installation of Trunk Groups covered by this Appendix shall be based on each of the **AT&T TEXAS'** intrastate switched access intervals.
- 5.5 Trunk Servicing
 - 5.5.1 The Parties will jointly manage the capacity of Trunk Groups. A Trunk Group Service Request (TGSR) will be sent by **AT&T TEXAS** to notify the Carrier to establish or make modifications to existing Trunk Groups. Carrier will issue an ASR to **AT&T TEXAS'** Wireless Access Service Center, to begin the provisioning process:
 - 5.5.1.1 Within ten (10) Business Days after receipt of the TGSR or other notification; or
 - 5.5.1.2 At any time as a result of Carrier's own capacity management assessment.

- 5.5.2 Upon review of the TGSR, if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion to take place and conclude within twenty (20) Business Days of Carrier's receipt of the TGSR. At the joint planning discussion, the Parties will resolve and mutually agree to the disposition of the TGSR.
- 5.5.3 If **AT&T TEXAS** does not receive an ASR, or if the Carrier does not respond to the TGSR by scheduling a joint discussion within the twenty (20) Business Day period, **AT&T TEXAS** will attempt to contact Carrier to schedule a joint planning discussion. If Carrier will not agree to meet within an additional five (5) Business Days and present adequate reason for keeping Trunks operational, **AT&T TEXAS** will issue an ASR to resize the Interconnection Trunks and Facilities.
- 5.6 Trunk servicing responsibilities for Operator Services trunks used for stand-alone Operator Service or Directory Assistance are the sole responsibility of the Carrier.
- 5.7 Utilization
 - 5.7.1 Underutilization of Trunks exists when provisioned capacity is greater than the current need. This over provisioning is an inefficient deployment and use of network resources and results in unnecessary costs. Those situations where more capacity exists than actual usage requires will be handled in the following manner:
 - 5.7.1.1 If a Trunk group is under seventy-five percent (75%) of busy hour centum call seconds (ccs) capacity on a monthly average basis for each month of any consecutive three (3) month-period, either Party may request to have the Trunk Group resized, the Trunk Group shall not be left with more than twenty-five percent (25%) excess capacity. Neither Party will unreasonably refuse a request to resize the Trunk Group. In all cases, grade of service objectives shall be maintained.
 - 5.7.1.2 If an alternate final Trunk Group is at seventy-five percent (75%) utilization or greater, a TGSR may be sent to the Carrier for the final and all subtending high usage Trunk Groups that are contributing a DS1 or greater amount of overflow to the final route.
- 5.8 Design Blocking Criteria
 - 5.8.1 Trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 1. Trunk requirements shall be based upon time consistent average busy season busy hour twenty (20) Day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (use Medium day-to-day Variation and 1.0 Peakedness factor until actual traffic data is available) for all final Trunk Groups.

TABLE 1

<u>Trunk Group Type</u>	<u>Design Blocking Objective</u>
Type 2A	1%
Type 2A Equal Access (IXC)	0.5%
Type 2B (Final)	2%
Type 2C (911)	1%
Type 2D (Operator Services (DA/DACC))	1%
Type 1 (Operator Services (0+, 0-))	1%

- 5.8.2 When Trunks exceed measured blocking thresholds on an average time consistent busy hour for a twenty (20) Business Day study period, the Parties shall cooperate to increase the Trunks to the above blocking criteria in a timely manner. The Parties agree that twenty (20) Business Days is the study period duration objective.

6. ROUTING & RATING

- 6.1 Each NPA-NXX must have a single Rating Point and that Rating Point must be associated with a **AT&T TEXAS** End Office Switch or other end office switches sub-tending the **AT&T TEXAS** Tandem Switch

- where a Type 2A Trunk Group is located or the End Office Switch where a Type 2B or Type 1 Trunk Group is located; provided however, that the Rating Point may be designated anywhere in the LATA when the Commission so rules in a proceeding binding **AT&T TEXAS**. The Rating Point does not have to be the same as the Routing Point.
- 6.2 All terminating traffic delivered by Carrier to a Tandem Switch destined for publicly dialable NPA-NXXs that do not home on that Tandem Switch is misrouted. **AT&T TEXAS** shall provide notice to Carrier pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, Carrier shall be given thirty (30) Days to cure such misrouting or such traffic may be blocked.
 - 6.3 The Parties shall deliver all traffic destined for the other Party's network in accordance with the serving arrangements defined in the LERG.
 - 6.4 For Type 2 Trunk Groups (*i.e.*, Type 2A and Type 2B), Carrier will obtain its own NXX codes from the administrator and will be responsible for: (a) LERG administration, including updates, and (b) all Code opening information necessary for routing traffic on these Trunk Groups.
 - 6.5 If either Party originates Non-Access Calls traffic destined for termination to the other Party, but delivers that traffic to the other Party using the Facilities of a Third Party Telecommunications Carrier, the terminating Party shall be entitled to charge transport and termination rates as set forth in Appendix-Pricing (Wireless) to the originating Party. Any charges imposed by the Third Party Telecommunications Carrier are the responsibility of the originating Party. Notwithstanding any other provision in this Agreement, neither Party is responsible for payment of transport and termination rates for traffic destined to the other Party when the calling party is the end user of an IXC and not the End User of a Party for the call, or when an IXC delivers traffic directly to the network of the terminating Party and such IXC is subject to terminating access charges imposed by the terminating Party.
 - 6.6 Carrier shall not route over the Interconnection Trunks provided pursuant to this Agreement terminating traffic it receives from or through an IXC that is destined for **AT&T TEXAS'** End Office Switches.
 - 6.7 Carrier shall not deliver traffic to **AT&T TEXAS** under this Agreement from a non-CMRS Telecommunications Carrier.
 - 6.8 All traffic received by **AT&T TEXAS** at an End Office Switch from the Carrier must terminate to that end office. End Offices Switches do not perform Tandem-switching functions.

7. TRUNK DATA EXCHANGE

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

8. TRANSMISSION AND ROUTING OF AND COMPENSATION FOR EXCHANGE ACCESS SERVICE PURSUANT TO SECTION 251(c)(2)

- 8.1 This Section 8 provides the terms and conditions for the exchange of traffic between Carrier and **AT&T TEXAS** for the transmission and routing of and compensation for switched access traffic.
- 8.2 IXC Traffic.
 - 8.2.1 All access traffic between Carrier and the **AT&T TEXAS** Access Tandem or combined local/Access Tandem routed to or from, an interexchange carrier ("IXC") connected with such **AT&T TEXAS** Access Tandem or combined local/Access Tandem shall be transported over an Equal Access trunk group. This arrangement requires a separate Trunk Group employing a Type 2 interface when **AT&T TEXAS** is not able to record Carrier-originated traffic to an IXC. Carrier will also provide to **AT&T TEXAS**, using industry standard data record formats, recordings of all calls (both completed calls and attempts) to IXCs from Carrier's network using Trunks employing a Type 2A interface. The Equal Access trunk group will be established for the transmission and routing of all traffic between Carrier and IXCs via an **AT&T TEXAS** Access Tandem or combined local/Access Tandem. Carrier is solely financially responsible for the facilities, termination, muxing, trunk ports and any other equipment used to provide such Equal Access trunk groups. Appendix MPB applies to the Parties' joint provision of exchange access services to IXCs.

8.3 Traffic Subject to Access Charges

8.3.1 Terminating Switched Access Traffic

8.3.1.1 All Terminating Switched Access Traffic is subject to the rates, terms and conditions set forth in **AT&T TEXAS'** Federal and/or State Access Service tariffs and payable to **AT&T TEXAS**. Terminating Switched Access Traffic must be routed over Switched Access trunks and facilities purchased from **AT&T TEXAS'** Federal and/or State Access Service tariffs.

8.3.1.2 Terminating Switched Access traffic shall not be routed at any time over Local Interconnection or Equal Access Interconnection trunks. Notwithstanding any other provision of this Agreement, for all traffic sent over Local Interconnection or Equal Access trunks determined by **AT&T TEXAS** to be Terminating Switched Access, based on sample data from **AT&T TEXAS** network studies, **AT&T TEXAS** shall notify Carrier in writing that misrouting is occurring. If Carrier does not respond within 30 days from the date of notice, **AT&T TEXAS** is authorized to charge, and Carrier will pay, the Terminating IntraLATA InterMTA traffic rate stated in Appendix Pricing – Wireless for such traffic retroactively to the Effective Date of this Agreement (however, the Parties do not waive any rights with regard to exchange of traffic prior to the Effective Date).

8.3.2 Terminating IntraLATA InterMTA Traffic

8.3.2.1 This traffic is routed over the Local Interconnection trunks within the LATA.

8.3.2.1.1 For the purpose of compensation between **AT&T TEXAS** and Carrier under this Agreement for Terminating IntraLATA InterMTA Traffic, **AT&T TEXAS** shall charge and Carrier shall pay a blended rate that is based upon Carrier's state-specific jurisdictional InterMTA Traffic study percentages, as applied to the then effective intrastate and interstate rates, as set forth in each of **AT&T TEXAS'** intrastate and interstate Access Services Tariff.

If such traffic cannot be measured on a per MOU basis, a Terminating IntraLATA InterMTA Traffic percentage will be applied.

The percentage shall be applied to the total minutes terminated to **AT&T TEXAS** End Users over Carrier's Local Interconnection trunks. As of the Effective Date of this Agreement, the percentage is 6%. **AT&T TEXAS** will perform traffic studies quarterly to determine if Carrier is sending terminating InterMTA Traffic over Local Interconnection or Equal Access trunks. If Carrier is sending such traffic, **AT&T TEXAS** will update the percentage of terminating InterMTA Traffic billed to Carrier in accordance with results of such studies. **AT&T TEXAS** agrees to notify Carrier of updates to the terminating InterMTA Traffic percentages on a quarterly basis, and the Parties agree that the updated percentage will be used to bill terminating InterMTA Traffic for the following quarter. Further, the Parties agree that amounts owed for terminating InterMTA will be paid by the due date. Disputes will be governed by the Dispute Resolution provisions of the General Terms & Conditions.

8.3.4 Originating Landline to CMRS Switched Access Traffic

8.3.4.1 This traffic is routed over the Local Interconnection trunks.

8.3.4.2 For the purpose of compensation between **AT&T TEXAS** and Carrier under this Section, Originating Landline to CMRS Switched Access Traffic is subject to the Originating Landline to CMRS Switched Access Traffic rates stated in Appendix Pricing – Wireless. **AT&T TEXAS** is authorized to charge and Carrier shall pay the

rates stated in Appendix Pricing – Wireless on a per MOU basis for all Originating Landline to CMRS Switched Access Traffic from **AT&T TEXAS** End Users.

- 8.3.4.3 An Originating Landline to CMRS Switched Access traffic percentage will be developed from the Parties' records based on the V & H coordinates of the Cell Site to which the Carrier's End User's mobile unit is connected at the beginning of the call. These records will be obtained from the Carrier's databases. The percentage will be based on the following formula:

***AT&T TEXAS** originated MOU delivered by **AT&T TEXAS** to Carrier's network that terminate InterMTA divided by all **AT&T TEXAS** originated MOU delivered by **AT&T TEXAS** to Carrier's network.*

- 8.3.4.4 The Parties agree that the Originating Landline to CMRS Switched Access percentage, i.e., Originating InterMTA factor, is six percent (6%), and such percentage shall remain in effect unless and until the Parties agree upon a new Originating Landline to CMRS Switched Access percentage, and the Agreement is amended to reflect such new percentage. Either Party may request an audit to develop a new Originating Landline to CMRS Switched Access traffic percentage. Within thirty (30) Days of the notice of either Party's desire to audit, unless otherwise agreed, the Parties shall retain a mutually acceptable third party who shall be allowed to conduct an audit of the Parties' records (to obtain and verify the data necessary for this formula) to be completed within ninety (90) Days of an audit request. The Parties shall share the costs of the third party audit equally.

- 8.3.4.5 The percentage shall be applied to the total minutes originated by **AT&T TEXAS** End Users delivered to Carrier's network over Carrier's Local Interconnection Trunks.

- 8.4 Both Parties agree to abide by the resolution for OBF Issue 2308-Recording and Signaling Changes Required to Support Billing.

9. TRANSIT TRAFFIC SERVICE

9.1 Introduction

- 9.1.1 Transit Traffic Service is an intermediate transport service provided by AT&T-TSP for Transit Traffic between Carrier and a Third Party Originating or Terminating Carrier, where Carrier is directly interconnected with AT&T-TSP's Tandem. This Transit Traffic Service section sets forth the rates, terms and conditions for Transit Traffic Service when **AT&T TEXAS** acts as a Transit Service Provider ("AT&T-TSP") for Carrier. Transit Traffic Service is provided to Telecommunications Carriers for Telecommunications Traffic that does not originate with, or terminate to AT&T-TSP's End Users. Transit Traffic Service allows Carrier to exchange traffic with a Third Party Terminating Carrier to which Carrier is not directly interconnected, and it allows Carrier to receive traffic originated by a Third Party Originating Carrier.

9.2 INTENTIONALLY LEFT BLANK.

9.3 Responsibilities of the Parties

- 9.3.1 AT&T-TSP will provide Carrier with Transit Traffic Service to all Third Party Terminating Carriers with which AT&T-TSP is interconnected, within the same LATA(s), or outside of the LATA to the extent a LATA boundary waiver exists.
- 9.3.2 Transit Traffic Service rates apply to all Transit Traffic that originates on Carrier's network. Transit Traffic Service rates do not apply to calls originating with or terminating to an **AT&T TEXAS** End User.
- 9.3.3 Carrier agrees to compensate AT&T-TSP for the Transit Traffic Services provided by AT&T-TSP at the rates set forth in the attached Pricing Schedule, as applicable.

- 9.3.4 Carrier and AT&T-TSP must have Meet Point billing terms and conditions in this Interconnection Agreement
- 9.4 Carrier-Originated Transit Traffic
- 9.4.1 Carrier will not send to AT&T-TSP local traffic that is destined for the network of a Third Party unless Carrier has entered into an agreement with that Third Party to exchange traffic and such agreement is active. In no event will AT&T-TSP have any liability to Carrier or any Third Party Carrier, if Carrier fails to enter into such traffic compensation arrangements. In the event Carrier originates Transit Traffic that transits AT&T-TSP's network to reach a Third Party Terminating Carrier with which Carrier does not have a traffic compensation arrangement, then Carrier will indemnify, defend and hold harmless AT&T-TSP against any and all Losses including, without limitation, charges levied by such Third Party Terminating Carrier against AT&T-TSP. The Third Party Terminating Carrier and AT&T-TSP will bill their respective charges directly to Carrier. AT&T-TSP will not be required to function as a billing intermediary, (i.e., clearinghouse). Under no circumstances will AT&T-TSP be required to pay any termination charges to the Third Party Terminating Carrier.
- 9.4.2 In the event Carrier originates Transit Traffic destined for a Third Party Terminating Carrier with which Carrier does not have a traffic compensation arrangement and a regulatory agency or court orders AT&T-TSP to pay such Third Party Carrier termination charges for the Transit Traffic AT&T-TSP has delivered, Carrier will indemnify AT&T-TSP for any and all Losses related to such order, including, but not limited to, termination charges, interest, and any billing and collection costs. In the event of any such proceeding, AT&T-TSP agrees to allow Carrier to participate as a party.
- 9.4.3 Carrier will be responsible for sending the Calling Party Number (CPN) for calls delivered to AT&T-TSP's network. Carrier shall not strip, alter, modify, add, delete, change, or incorrectly assign or re-assign any CPN. If AT&T-TSP identifies improper, incorrect, or fraudulent use of local exchange services or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, then Carrier agrees to cooperate to investigate and take corrective action. If Carrier is sending CPN to AT&T-TSP, but AT&T-TSP is not properly receiving the information, then Carrier will work cooperatively with AT&T-TSP to correct the problem. If AT&T-TSP does not receive CPN from Carrier, then AT&T-TSP cannot forward any CPN, and Carrier will indemnify, defend and hold harmless AT&T-TSP from any and all Losses arising out of the failure of any traffic transiting AT&T-TSP's network to have CPN.
- 9.4.4 Carrier, as a Telecommunications Carrier originating traffic, has the sole responsibility for providing appropriate information to identify Transit Traffic to Third Party Terminating Carriers.
- 9.5 Carrier-Terminated Transit Traffic
- 9.5.1 Carrier shall not charge AT&T-TSP when AT&T-TSP provides Transit Traffic Service for calls terminated to Carrier.
- 9.5.2 The Third Party Originating Carrier is responsible for sending the CPN for calls originating on its network and passed to the network of Carrier from AT&T-TSP. Where AT&T-TSP is providing Transit Traffic Service to Carrier, AT&T-TSP will pass the CPN to Carrier, as it is received from the Third Party Originating Carrier. If the CPN is not received from the Third Party Originating Carrier, AT&T-TSP cannot forward the CPN; therefore, Carrier will indemnify, defend and hold harmless AT&T-TSP from any and all Losses arising from or related to the lack of CPN. If AT&T-TSP or Carrier identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN from a Third Party Originating Carrier, Carrier agrees to cooperate with AT&T-TSP and the Third Party Originating Carrier to investigate and take corrective action. If the Third Party Originating Carrier is sending CPN, but AT&T-TSP or Carrier is not properly receiving the information, then Carrier will work cooperatively with AT&T-TSP and the Third Party Originating Carrier to correct the problem.

- 9.5.3 Carrier agrees to seek terminating compensation directly from the Third Party Originating Carrier. AT&T-TSP will not be obligated to pay Carrier for Transit Traffic or be considered as the default originator of the Transit Traffic.
- 9.6 Transit Traffic Routing/Trunk Groups
- 9.6.1 In each LATA in which Carrier has one or more Mobile Switching Centers (MSCs) or POIs and desires to exchange Transit Traffic through AT&T-TSP, Carrier shall trunk from each of its MSCs/POIs to all AT&T-TSP Tandems in such LATA.
- 9.6.2 Carrier shall route Transit Traffic destined to any Third Party Terminating Carrier to the appropriate AT&T-TSP Tandem Office Switch that is subtended by such Third Party Terminating Carrier's switch.
- 9.6.3 Transit Traffic not routed to the appropriate AT&T-TSP Tandem by Carrier shall be considered misrouted. Transit Traffic routed by Carrier to any AT&T-TSP End Office Switch shall be considered misrouted.
- 9.6.4 Upon written notification from AT&T-TSP of misrouting of Transit Traffic by Carrier as identified above, Carrier will take appropriate action and correct such misrouting within a reasonably practical period of time (no longer than sixty (60) days), after receipt of notification of such misrouting.
- 9.6.5 The Parties will route Transit Traffic over the same facilities and trunking that they route Non-Access traffic pursuant to this Agreement.
- 9.7 Direct Trunking Requirements
- 9.7.1 When Carrier Transit Traffic is routed through AT&T-TSP's Tandem to a Third Party Terminating Carrier and requires twenty-four (24) or more trunks, upon AT&T-TSP written request, Carrier shall establish a direct trunk group or alternate transit arrangement between itself and the Third Party Terminating Carrier within sixty (60) calendar days from the date of AT&T-TSP's request. Once a Trunk Group has been established, Carrier agrees to cease routing Transit Traffic through the AT&T-TSP Tandem to the Third Party Terminating Carrier, unless AT&T-TSP and Carrier mutually agree otherwise.
- 9.8 Billing Requirements
- 9.8.2 Carrier will be charged transit charges on a per MOU basis at the Transit Traffic rate set forth in the Pricing Appendix.

**APPENDIX
CELLULAR/PCS
EMERGENCY SERVICE ACCESS (E9-1-1)**

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CELLULAR/PCS EMERGENCY SERVICE ACCESS (E9-1-1)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for 911 Service Access that will be provided by **AT&T TEXAS** Incumbent Local Exchange Carrier (ILEC) to Carrier for access to **AT&T TEXAS** 911 and E911 Databases, and interconnection to an **AT&T TEXAS** 911 Selective Router for the purpose of Call Routing of 911 calls completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act, if and to the extent that Carrier chooses to use AT&T Texas provided 911 Service Access.
- 1.2 Wireless E911 Service Access is a service which enables Carrier's use of **AT&T TEXAS** 911 network service elements which **AT&T TEXAS** uses in the provision of E911 Universal Emergency Number/ 911 Telecommunications Services, where **AT&T TEXAS** is the 911 service provider. E911 Authority purchases Universal Emergency Number/911 Telecommunications Service from **AT&T TEXAS**. Wireless E911 Service Access makes available to Carrier only the service configuration purchased by the E911 Authority from **AT&T TEXAS**. **AT&T TEXAS** shall provide Wireless E911 Service Access to Carrier as described in this Appendix, in each area in which (i) Carrier is authorized to provide CMRS and (ii) **AT&T TEXAS** is the 911 service provider. The Federal Communications Commission has, in FCC Docket 94-102, ordered that providers of CMRS make available to their end users certain E9-1-1 services, and has established clear and certain deadlines and by which said service must be available. Wireless E911 Service Access is compatible with Carrier's Phase I and Phase II E911 obligations.
- 1.3 Nothing in this Attachment shall be interpreted to prevent or inhibit Carrier from complying with the requirements and duties imposed by *In the Matter of Facilitating the Deployment of Text-to-911 and Other Next Generation 911 Applications Framework for Next Generation 911 Deployment*, FCC 14-11, PS Docket Nos. 11-153, 10-255, Second Report and Order and Third Further Notice of Proposed Rulemaking, __ FCC Rcd __ (August 8, 2014), or the rules promulgated thereunder or subsequent rules regarding Next Generation 911. The prices at which **AT&T TEXAS** agrees to provide Carrier with E911 Service Access is contained in the applicable Appendix Pricing and/or the applicable State Access Services tariff where stated.

2. DEFINITIONS

- 2.1 "**911 System**" means the set of network, database and customer premise equipment (CPE) components required to provide 911 service.
- 2.2 "**911 Call(s)**" means a call made by a Carrier's customer by dialing "911" (and, as necessary, pressing the "Send" or analogous transmitting button) on a Wireless Handset.
- 2.3 "**Alternate PSAP**" means a Public Safety Answering Point (PSAP) designated to receive calls when the primary PSAP is unable to do so.
- 2.4 "**Automatic Location Identification**" or "**ALI**" means the necessary location data stored in the 911 Selective Routing/ALI Database, which is sufficient to identify the tower and/or face from which a wireless call originates.
- 2.5 "**Automatic Location Identification Database**" or "**ALI Database**" means the emergency service (E911) database containing caller information. Caller information may include, but is not limited to, the carrier name, Call Back Number, and Cell Site/Sector Information.
- 2.6 "**Automatic Number Identification**" or "**ANI**" means a signaling parameter that refers to the number transmitted through a network identifying a pANI. With respect to 911 and E911, "ANI" means a feature by which the pANI is automatically forwarded to the 911 Selective Routing Switch and to the PSAP's Customer Premise Equipment (CPE) for display.
- 2.7 "**Call Back Number**" means the Mobile Identification Number (MIN) or Mobile Directory Number (MDN), whichever is applicable, of a Carrier's customer who has made a 911 Call, which may be used

- by the PSAP to call back the Carrier's customer if a 911 Call is disconnected, to the extent that it is a valid, dialable number.
- 2.8 **"Call path Associated Signaling" or "CAS"** means a wireless 9-1-1 solution set that utilizes the voice transmission path to also deliver the Mobile Directory Number (MDN) and the caller's location to the PSAP.
- 2.9 **"Centralized Automatic Message Accounting (CAMA) Trunk"** means a trunk that uses Multi-Frequency (MF) signaling to transmit calls from the Carrier's switch to an AT&T TEXAS E911 Selective Router.
- 2.10 **"Cell Sector"** means a geographic area defined by Carrier (according to Carrier's own radio frequency coverage data), and consisting of a certain portion or all of the total coverage area of a Cell Site.
- 2.11 **"Cell Sector Identifier"** means the unique alpha or alpha-numeric designation given to a Cell Sector that identifies that Cell Sector.
- 2.12 **"Cell Site/Sector Information"** means information that indicates to the receiver of the information the Cell Site location receiving a 911 Call made by a Carrier's Customer, and which may also include additional information regarding a Cell Sector.
- 2.13 **"Common Channel Signaling/Signaling System 7 Trunk" or "CCS/SS7 Trunk or SS7 Signaling"** means a trunk that uses Integrated Services Digital Network User Part (ISUP) signaling to transmit ANI from Carrier's switch to an AT&T TEXAS 911 Selective Routing Tandem.
- 2.14 **"Company Identifier" or "Company ID"** means a three to five (3 to 5) character identifier chosen by the Carrier that distinguishes the entity providing dial tone to the Customer. The Company ID is maintained by NENA in a nationally accessible database.
- 2.15 **"Database Management System" or "DBMS"** means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or ALI for 911 systems.
- 2.16 **"Designated PSAP"** means the PSAP designated to receive a 911 Call based upon the geographic location of the Cell Site. A "Default PSAP" is the PSAP designated to receive a 911 Call in the event the Selective Router is unable to determine the Designated PSAP. The "Alternate PSAP" is the PSAP that may receive a 911 Call in the event the Designated PSAP is unable to receive the 911 call.
- 2.17 **"E911 Authority"** means a municipality or other State or Local government unit, or an authorized agent of one or more municipalities or other State or Local government units to whom authority has been lawfully as the administrative entity to manage a public emergency telephone system for emergency police, fire, and emergency medical services through the use of one telephone number, 911.
- 2.18 **"E911 Service"** means the functionality to route wireless 911 calls and the associated caller and/or location data of the Customer to the appropriate Public Safety Answering Point.
- 2.19 **"E911 Trunk"** means one-way terminating circuits which provide a trunk-side connection between Carrier's MSC and AT&T TEXAS 911 Tandem equipped to provide access to 911 services as technically defined in iconectiv Technical Reference GR145-CORE.
- 2.20 **"E911 Universal Emergency Number Service"** (also referred to as "Expanded 911 Service" or "Enhanced 911 Service") or **"E911 Service"** means a telephone exchange communications service whereby a PSAP answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunks and includes ANI, ALI, and/or Selective Routing (SR).
- 2.21 **"Emergency Service Number" or "ESN"** is a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area, or Emergency

Service Zone (ESZ). The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency(ies).

- 2.22 **"Emergency Services"** means police, fire, ambulance, rescue, and medical services.
- 2.23 **"Emergency Service Routing Digits"** or **"ESRD"** is a digit string that uniquely identifies a base station, Cell Site, or sector that may be used to route emergency calls through the network in other than an NCAS environment.
- 2.24 **"Emergency Service Routing Key"** or **"ESRK"** is a 10 digit routable, but not necessarily dialable, number that is used not only for routing but also as a correlator, or key, for the mating of data that is provided to the PSAP (a.k.a. 911 Center) by different paths, such as via the voice path and ALI data path in an NCAS environment.
- 2.25 **"Hybrid CAS"** means a wireless 9-1-1 solution set that utilizes one transmission path to deliver the voice and Mobile Directory Number (MDN) to the PSAP and a separate transmission path to deliver the callers location information to the PSAP.
- 2.26 **"Meet Point"** means the demarcation between the **AT&T TEXAS** network and the Carrier network.
- 2.27 **"Mobile Directory Number"** or **"MDN"** means a 10-digit dialable directory number used to call a Wireless Handset.
- 2.28 **"Mobile Identification Number"** or **"MIN"** means a 10-digit number assigned to and stored in a Wireless Handset.
- 2.29 **"National Emergency Number Association"** or **"NENA"** means the not-for-profit corporation established in 1982 to further the goal of "One Nation-One Number". NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.
- 2.30 **"Non-Call path Associated Signaling"** or **"NCAS"** means a wireless 9-1-1 solution set that utilizes one transmission path to deliver the voice and a separate transmission path to deliver the Mobile Directory Number and the caller's location to the PSAP.
- 2.31 **"Phase I"** – as defined in CC Docket 94-102. Phase I data includes the Call Back Number and the associated 911 ALI.
- 2.32 **"Phase II"** – as defined in CC Docket 94-102. Phase II data includes XY coordinates, confidence factor and certainty
- 2.33 **"Public Safety Answering Point"** or **"PSAP"** means an answering location for 911 calls originating in a given area. The E911 Authority may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.
- 2.34 **"Pseudo Automatic Number Identification (pANI)"** is a 10-digit telephone number used to support routing of wireless 911 calls. It is used to identify the Cell Site and/or cell sector from which the call originates, and is used to link the ALI record with the caller's MDN.
- 2.35 **"Selective Routing"** or **"SR"** means an E911 feature that routes an E911 call from a 911 Selective Routing Switch (Selective Router) to the Designated or Primary PSAP based upon the pANI associated with the originating Cell Site and/or Cell Sector.
- 2.36 **"Service Provider"** means an entity that provides one or more of the following 911 elements; network, database, or CPE
- 2.37 **"Shell Record"** means a partial ALI record which requires a dynamic update of the ESRK, Call Back Number, Cell Site and Sector Information for a Phase I deployment, and XY location data for a Phase II

deployment. The dynamic update requires input from the wireless carrier's network prior to updating the ALI record and forwarding to the appropriate PSAP.

3. AT&T TEXAS RESPONSIBILITIES

3.1 **AT&T TEXAS** shall provide and maintain such equipment at the E911 SR and the DBMS as is necessary to perform the E911 Services set forth herein when **AT&T TEXAS** is the 911 service provider. **AT&T TEXAS** shall provide 911 Service to Carrier in areas where Carrier is licensed to provide service and **AT&T TEXAS** provides the 911 System component. In such situations, **AT&T TEXAS** shall provide Carrier access to the **AT&T TEXAS** 911 System as described in this section.

3.2 Call Routing

3.2.1 **AT&T TEXAS** will route 911 calls from the **AT&T TEXAS** SR to the designated Primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP. Alternate PSAPs not subscribing to the appropriate wireless service shall not receive all features associated with the primary wireless PSAP.

3.2.2 When routing a 911 call and where **AT&T TEXAS** is the ALI Database Provider, in a Phase I application, **AT&T TEXAS** will forward the Phase I data as provided by the Carrier and in a Phase II application, **AT&T TEXAS** will forward the Phase I and Phase II data as provided by the Carrier.

3.3 Facilities and Trunking

3.3.1 **AT&T TEXAS** shall provide and maintain sufficient dedicated E911 trunks from **AT&T TEXAS**' SR's to the PSAP of the E911 Customer, according to provisions of the applicable State Commission approved tariff and documented specifications of the E911 Authority.

3.3.2 After receiving Carrier's order, **AT&T TEXAS** will provide, and Carrier agrees to pay for, transport facilities required for 911 trunk termination. Except as provided in Section 8.1, transport facilities shall be governed by the applicable **AT&T TEXAS** Access Services tariff. Additionally, when Carrier requests diverse facilities, **AT&T TEXAS** will provide such diversity where technically feasible, at standard tariff rates.

3.3.3 **AT&T TEXAS** and Carrier will cooperate to promptly test all trunks and facilities between Carrier's network and the **AT&T TEXAS** SR(s).

3.3.4 **AT&T TEXAS** will be responsible for the coordination and restoration of all 911 network maintenance problems to Carrier's facility Meet Point.

3.4 Database

3.4.1 Where **AT&T TEXAS** manages the 911 and E911 Databases and Carrier deploys a CAS or Hybrid-CAS Solution, and also NCAS in **AT&T TEXAS**, utilizing **AT&T TEXAS** E911 DBMS:

3.4.1.1 **AT&T TEXAS** shall store Carrier's ALI records in the electronic data processing database for the E911 DBMS.

3.4.1.2 **AT&T TEXAS** shall coordinate access to the **AT&T TEXAS** E911 DBMS for the initial loading and updating of Carrier's ALI records.

3.4.1.3 **AT&T TEXAS**' ALI database shall accept electronically transmitted files that are based upon NENA standards.

3.4.2 Where **AT&T TEXAS** manages the 911 and E911 Databases, and Carrier deploys an NCAS solution:

3.4.2.1 Carrier's designated third-party provider shall perform the above database functions.

3.4.2.2 **AT&T TEXAS** will provide a copy of the static Master Street Address Guide (MSAG) received from the appropriate E911 Authority, to be utilized for the development of Shell ALI Records.

4. CARRIER RESPONSIBILITIES

4.1 Call Routing

4.1.1 Where **AT&T TEXAS** is the 911 System Service Provider, Carrier will route 911 calls from Carrier's MSC to the **AT&T TEXAS** SR office of the 911 system.

4.1.2 Depending upon the network service configuration, Carrier will forward the ESRD and the MDN of the party calling 911 or the ESRK associated with the specific Cell Site and sector to the **AT&T TEXAS** 911 SR.

4.2 Facilities and Trunking

4.2.1 Where specified by the E911 Authority, Carrier shall provide or order from **AT&T TEXAS**, transport and trunk termination to each **AT&T TEXAS** 911 SR that serves the areas in which Carrier is licensed to and will provide CMRS service.

4.2.2 Carrier shall maintain facility transport capacity sufficient to route 911 traffic over trunks dedicated for 911 interconnection between the Carrier's MSC and the **AT&T TEXAS** SR.

4.2.3 Carrier is responsible for determining the proper quantity of trunks and transport facilities from Carrier's MSC to interconnect with the **AT&T TEXAS** 911 SR.

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

4.2.5 Carrier shall provide a minimum of two (2) one-way outgoing trunk(s) dedicated for originating 911 Emergency Service calls from the Carrier's MSC to each **AT&T TEXAS** 911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable PSAP, the Parties agree to implement CCS/SS7 trunks rather than CAMA (MF) trunks.

4.2.6 Carrier is responsible for appropriate diverse facilities if required by applicable State Commission rules and regulations or if required by other governmental, municipal, or regulatory authority with jurisdiction over 911 services.

4.2.7 Carrier shall engineer its 911 trunks to maintain a minimum P.01 grade of service as specified by NENA standards.

4.2.8 In order to implement E911 Service, Carrier or its agent is responsible for ordering the appropriate data circuit from Carrier's MSC to the appropriate **AT&T TEXAS** ALI server where **AT&T TEXAS** is the designated ALI Database Provider. Such data circuit may be ordered from **AT&T TEXAS** affiliate or vendor of Carrier's choice.

4.2.9 Carrier shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If Carrier's traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, Carrier shall request additional circuits from **AT&T TEXAS**.

4.2.10 Carrier will cooperate with **AT&T TEXAS** to promptly test all 911 trunks and facilities between Carrier's network and the **AT&T TEXAS** 911 Selective Router(s) to assure proper functioning of 911 service. Carrier agrees that it will not pass live 911 traffic until both parties complete successful testing.

4.2.11 Carrier is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to Carrier's facility Meet Point. Carrier is responsible for advising **AT&T TEXAS** of the circuit identification and the fact that the circuit is a 911 circuit when notifying

AT&T TEXAS of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. **AT&T TEXAS** will refer network trouble to Carrier if no defect is found in **AT&T TEXAS'** 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

4.3 Database

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

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

4.3.1.2 Carrier or its agent shall provide initial and ongoing updates of Carrier's ALI Records that are in electronic format based upon established NENA standards.

4.3.1.3 Carrier shall adopt use of a Company ID on all Carrier ALI Records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.

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

4.3.2 Where **AT&T TEXAS** is the 911 System Service Provider, and Carrier deploys an NCAS solution:

4.3.2.1 Carrier's designated third-party provider shall perform the above database functions.

4.3.2.2 Carrier's designated third party shall be responsible for ensuring Carrier's Shell Records for ALI are submitted to **AT&T TEXAS**, for inclusion in **AT&T TEXAS'** 911 DBMS, on a timely basis, once E911 trunking has been established and tested between Carrier's MSC and all appropriate SRs.

4.3.2.3 Carrier's third-party provider shall provide initial and ongoing updates of Carrier's Shell Records for ALI that are in electronic format based upon established NENA standards.

4.4 Other

4.4.1 Carrier is responsible for collecting from its Customers and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on the wireless service provider and/or Customer by any municipality or other governmental entity within whose boundaries the Carrier provides CMRS.

5. RESPONSIBILITIES OF BOTH PARTIES

5.1 Jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from the Carrier's MSC to the designated **AT&T TEXAS** 911 Selective Router(s).

6. METHODS AND PRACTICES

6.1 With respect to all matters covered by this Appendix, each Party will comply with all of the following to the extent that they apply to E911 Service: (i) all FCC and applicable State Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission,

(iii) the terms and conditions of **AT&T TEXAS'** applicable Commission ordered tariff(s) and (iv) the principles expressed in the recommended standards published by NENA.

7. CONTINGENCY

- 7.1 The terms and conditions of this Appendix represent a negotiated plan for providing access to 911 and E911 Databases, and interconnection to an **AT&T TEXAS** 911 Selective Router for the purpose of Call Routing of 911 calls for completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act.
- 7.2 The Parties agree that the E911 Service is provided for the use of the E911 Authority, and recognize the authority of the E911 Authority to establish service specifications and grant final approval (or denial) of service configurations offered by **AT&T TEXAS** and Carrier.

8. BASIS OF COMPENSATION

- 8.1 When Carrier decides to obtain 911 Service Access from AT&T Texas Carrier shall compensate **AT&T TEXAS** for the elements described in the Pricing Exhibit at the rates set forth in the Pricing Exhibit on a going forward basis. There shall be no true up or price adjustments for wireless 911 implementations accomplished via prior agreement or tariff prior to the effective date of this Appendix. Rates for access to 911 and E911 Databases, Interconnection and call routing of E911 call completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act are set forth in the Pricing Exhibit or applicable **AT&T TEXAS** Commission-approved access tariff. Except as set forth above, in the event **AT&T TEXAS** files a new or revised tariff after the effective date of this Appendix ("New Tariff") containing rates for one or more of the elements described in the Pricing Exhibit that vary from rates contained in a prior approved tariff or the rates specified in the Pricing Exhibit, or if such New Tariff contains additional or different elements, when the rates or elements in the New Tariff become effective, such rates or elements shall apply to the corresponding elements on a going forward basis from the date the rates in the New Tariff become effective. Finally, the failure of the Pricing Exhibit to list charges for the Data Circuit does not negate any such charges for the Data Circuit, should Carrier elect to purchase such circuit from an **AT&T TEXAS** affiliate.
- 8.2 Charges for E911 Service shall begin once the trunks and facilities are installed and successfully tested between Carrier's network and **AT&T TEXAS** SR(s).

9. LIABILITY

- 9.1 **AT&T TEXAS'** liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Appendix. **AT&T TEXAS** shall not be liable to Carrier, its Customers or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after **AT&T TEXAS** has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from Carrier until service is restored.
- 9.2 Carrier's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Appendix. In the event Carrier provides E911 Service to **AT&T TEXAS**, Carrier shall not be liable to **AT&T TEXAS**, its Customers or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after Carrier has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from **AT&T TEXAS** until service is restored.

- 9.3 Carrier agrees to release, indemnify, defend and hold harmless **AT&T TEXAS** from any and all Loss arising out of **AT&T TEXAS'** provision of E911 Service hereunder or out of Carrier's Customers' use of the E911 Service, whether suffered, made, instituted or asserted by Carrier, its Customers, or by any other parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by Carrier, its Customers or others, unless the act or omission proximately causing the Loss constitutes gross negligence, recklessness or intentional misconduct of **AT&T TEXAS**.
- 9.4 Carrier also agrees to release, indemnify, defend and hold harmless **AT&T TEXAS** from any and all Loss involving an allegation of the infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the E911 Service features and the equipment associated therewith, including by not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing E911 Service provided hereunder, unless the act or omission proximately causing the Loss constitutes the gross negligence, recklessness or intentional misconduct of **AT&T TEXAS**.

10. MUTUALITY

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

APPENDIX MEET POINT BILLING

APPENDIX MEET POINT BILLING

1. DEFINITIONS

- a. For purposes of this Appendix, "Access Tandem Switch" means a tandem switch in **AT&T TEXAS'** network equipped to provide interconnection between Carrier and an Interexchange Carrier (IXC) that is used to connect and switch traffic for the purpose of the Parties' joint provision of Switched Access Services to the IXC.
 - b. For purposes of this Appendix, "Switched Access Services" means an offering to IXCs that allows access to the Parties' networks for the purpose of the origination or the termination of traffic from or to IXCs in a given area pursuant to a Switched Access Services tariff for Feature Group B and/or Feature Group D arrangements.
2. Pursuant to the procedures described in Multiple Exchange Carrier Access Billing (MECAB) document, developed by the Alliance for Telecommunications Industry Solutions' (ATIS) Ordering and Billing Forum (OBF), the Parties shall provide to each other the Switched Access detail usage data, on a per LATA basis, for jointly provided tandem switched Feature Groups B or D services to or from an IXC. As detailed in the MECAB document, the Parties will, in a timely fashion, exchange all information necessary to accurately, reliably and promptly bill Access Service customers for Switched Access services traffic jointly provided via the meet-point billing arrangement. Information shall be exchanged in Electronic Message Interface (EMI) format, via a mutually acceptable electronic file transfer protocol. The Parties agree to exchange the Switched Access detail usage data to each other on a reciprocal, no charge basis. Each Party agrees to provide the other Party with AURs based upon mutually agreed upon intervals. Each Party shall provide the other Party the billing name, billing address, and carrier identification ("CIC") of the IXCs that may utilize any portion of either Party's network in a carrier/LEC Meet Point Billing (MPB) arrangement in order to comply with the MPB Notification process as outlined in the MECAB document. The Parties shall provide this information to each other except where proprietary restrictions prohibit disclosure. Each Party will be entitled to reject a record that does not contain a CIC code.
 3. Carrier shall designate **AT&T TEXAS'** Access Tandem Switch or any other reasonable facilities or points of Interconnection for the purpose of originating or terminating IXC traffic. For the access Tandem Switch designated, the Parties agree that the billing percentage to be utilized to bill Switched Access Service customers for jointly provided Switched Access Services traffic shall be any mutually agreed upon billing percentage(s).
 4. The Parties will each bill the IXC for their portion of the Switched Access Services as stated in each Party's respective access tariff or contract based on the billing percentages stated above.
 5. The Parties shall undertake all reasonable measures to ensure that the billing percentage and associated information as described in the MECAB document identified in Section 2 above, are maintained in their respective federal and state access tariffs, or contract, as required, until such time as such information can be included in the National Exchange Carrier Association ("NECA") FCC Tariff No. 4.
 6. Each Party shall implement the "Multiple Bill/Single Tariff" option described in the MECAB document identified in Section 2 above so that each Party bills the IXC for its portion of the jointly provided Switched Access Services.

**APPENDIX
INTERCARRIER COMPENSATION
CELLULAR/PCS**

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APPENDIX INTERCARRIER COMPENSATION

1. APPENDIX SCOPE AND TERM

1.1 This Appendix sets forth the rates, terms and conditions for Intercarrier Compensation of telecommunications traffic between **AT&T TEXAS** and Carrier, but only to the extent they are interconnected and exchanging calls pursuant to a fully executed, underlying Interconnection Agreement (the "Agreement") approved by the applicable state or federal regulatory agency for telecommunications traffic in this state.

2. BILL-AND-KEEP FOR INTRAMTA TRAFFIC

2.1 Compensation rates for Interconnection are contained in Appendix - Pricing (Wireless).

2.2 Bill-and-Keep for IntraMTA Traffic. Subject to the limitations set forth below in Section 2.3, neither Party shall compensate the other for IntraMTA Traffic (Non-Access) exchanged between the Parties; provided, however, that such calls are sent over Interconnection Trunks as described in Appendix ITR..

2.3 Traffic Not Subject to Bill-and-Keep

2.3.1 Exclusions. Bill-and-Keep shall apply solely to the transport and termination of IntraMTA Traffic, which shall not include, without limitation, the following:

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

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

2.3.1.3 Third Party Traffic;

2.3.1.4 InterMTA Traffic;

2.3.1.5 IXC Traffic;

2.4 The Parties agree that the rates for InterMTA Traffic exchanged between the Parties will be pursuant to the terms of AT&T TEXAS' filed and effective intrastate and interstate Access Services Tariffs, as may be amended from time to time, and consistent with FCC 11-161. Carrier shall pay a blended rate that is based upon Carrier's state-specific jurisdictional InterMTA Traffic study percentages, as applied to the then effective intrastate and interstate rates, as set forth in each of AT&T TEXAS' intrastate and interstate Access Services Tariff.

3. CLASSIFICATION OF TRAFFIC

3.1 Telecommunications traffic exchanged between **AT&T TEXAS** and Carrier pursuant to this Agreement will be classified using the types identified in 2.2 and 2.3 above.

3.2 Usage Recording and Billing

3.2.1 Each Party will record its terminating minutes of use for all intercompany calls. Recordings shall be based on Conversation MOUs for all IntraMTA and InterMTA Traffic and are measured in total conversation time seconds, which are totaled (by originating and terminating CLLI code) for the monthly billing cycle and then rounded up to the next whole minute. Each Party will perform the necessary call recording and rating for calls, and shall be responsible for billing and collection, from its End Users/customers. Except as specifically provided herein, each Party shall use procedures that record and measure actual usage for purposes of providing invoices to the other Party.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 Each Party to this Appendix will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved.
- 4.2 Where SS7 connections exist, each Party will include in the information transmitted to the other for each call being terminated on the other's network, where available, the original and true Calling Party Number (CPN).
- 4.3 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
5	TX	EMERGENCY NUMBER SERVICES	For each DS0 E911 Trunk Terminated				\$39.00	\$165.00	\$165.00	for each
W5	TX	911/E911	911 Trunks - Per Trunk Terminated				\$39.00	\$165.00		
W2	TX	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0.00			\$/conversation MOU
W2	TX	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Section 251(b)(5) Calls Transport and Termination - Type 2B				\$0.00			\$/conversation MOU
W2	TX	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			\$/conversation MOU
W2	TX	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Shared Facility Factor				30%			
W2	TX	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Originating Landline to WSP InterMTA Traffic Rate				\$0.003115			\$/conversation MOU
W2	TX	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Originating Landline to WSP InterMTA Traffic Percent				6%			
W2	TX	TRANSIT	Transit - per MOU				\$0.000960			MOU