

ONE-WAY PAGING AND NARROWBAND PCS
INTERCONNECTION AGREEMENT

BETWEEN

AirTouch Communications, Inc. dba AirTouch Paging

AND

Pacific Bell

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ONE-WAY PAGING AND NARROWBAND PCS INTERCONNECTION AGREEMENT

This Agreement is by and between Pacific Bell ("Telco"), and AirTouch Communications, Inc. d/b/a AirTouch Paging ("Carrier") (collectively, the "Parties").

WHEREAS, Telco is a Local Exchange Carrier in the State of California (the "State");

WHEREAS, Carrier holds authority from the Federal Communications Commission to provide one-way paging and narrowband PCS in the State of California;

WHEREAS, the Parties desire to enter into an agreement for the interconnection of their respective networks within the State of California and the transmission of traffic for the provision of telecommunications service pursuant to the Telecommunications Act of 1996 and other applicable federal, state and local laws; and

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

WHEREAS, the Commission has determined in an arbitration involving Telco conducted under 47 U.S.C. § 252 that, among other things, paging providers are entitled to be compensated for transport and termination of paging traffic and are entitled to certain relief from Interconnection Arrangement charges (as defined below), which arbitration decision Telco is appealing; and

WHEREAS, Telco, because of such arbitration decision, is incorporating the various determinations of that arbitration into this Agreement for Interconnection in California;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, the Parties, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS.

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

- 1.1. "Act" means the Communications Act of 1934, 47 U.S.C. § 151, et seq., as amended by the Telecommunications Act of 1996, and as interpreted from time to time in the duly authorized rules, regulations and orders of the FCC or the Commission and as further interpreted in any judicial review of such laws, rules and regulations.
- 1.2. "Affiliate" means any person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this definition, the term "own" means to own an equity interest (or the

equivalent thereof) of more than ten percent (10%). Person shall mean any individual, partnership, corporation, company, limited liability company association, or any other legal entity authorized to transact business in any state in the United States.

- 1.3. "Answer Supervision" means an off-hook supervisory signal of at least two (2) seconds in duration sent by Carrier to Telco's serving End Office Switch on all Completed Calls after address signaling has been completed, or an off-hook signal of at least two (2) seconds in duration sent by Telco to Carrier's MSC after address signaling has been completed.
- 1.4. "Applicable Laws" means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, and approvals of any Governmental Authority, including without limitation those relating to the environment or health and safety.
- 1.5. "Authorized Services" means those one-way paging and narrowband PCS services which Carrier may lawfully provide pursuant to the Act, as amended, and which are considered to be CMRS.
- 1.6. "Authorized Services Interconnection Trunks/Trunk Groups" means the trunk groups used to connect Carrier's network with Telco's network for the purpose of exchanging Local Calls.
- 1.7. "Bellcore" means Telcordia Technologies, Inc.
- 1.8. "Carrier" means AirTouch Communications, Inc. d/b/a AirTouch Paging. Carrier shall not include any Affiliate of Carrier or other legal entity unless specifically indicated.
- 1.9. "Central Office", "Central Office Switch" or "CO" means a switch, including, but not limited to End Office Switches, Access Tandem Switches, MSCs, and Tandem Switches. Central Office Switches may be employed as combination End Office/Tandem Switches.
- 1.10. "Circuit" or "Circuits" means the wire, line, circuit, transmission system, and/or cable used to transport traffic between the Parties.
- 1.11. "Commercial Mobile Radio Service" or "CMRS" is as defined by the FCC.
- 1.12. "Commission" means the California Public Utilities Commission or any successor state agency which performs essentially the same functions as the California Public Utilities Commission.
- 1.13. "Common Channel Signaling" or "CCS" means a method of digitally transmitting call set-up and network control data over a special network fully separate from the public switched network elements that carry the actual call. Signaling System 7 ("SS7") is the CCS network protocol presently used by Telecommunications Carriers that utilize such methods.
- 1.14. "Completed Call" means a call which is delivered by a Party to the other Party for which Answer Supervision is returned.
- 1.15. "Conversation MOU" means the minutes of use that both Parties' equipment is used for a Carrier to Telco Completed Call, measured from the receipt of Answer Supervision to the receipt of Disconnect Supervision. "Carrier to Telco" traffic includes Transit Traffic.
- 1.16. "Control Office/NOC" means a center or office designated as a single point of contact for the maintenance of a Party's portion of the Authorized Services Interconnection arrangements.
- 1.17. "Customer" means the end user purchaser of Telecommunications Services from Telco or Carrier.

- 1.18 "Dedicated NXX Code" means a three-digit exchange prefix and associated 10,000 telephone number block assigned to Telco's or Carrier's network.
- 1.19 "Disconnect Supervision" means an on-hook supervisory signal sent at the completion of a call.
- 1.20 "Effective Date" means the date described in Section 18 of this Agreement.
- 1.21 "End Office Switch" is a switch from which Telco's Customer's Exchange Services are directly connected and offered.
- 1.22 "Exchange Service" is as defined in the Act.
- 1.23 "FCC" means the Federal Communications Commission, or any successor federal agency which performs essentially the same functions as the Federal Communications Commission.
- 1.24 "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.
- 1.25 "Interconnection" is as described in the Act and any rules, regulations, orders or rulings issued by the FCC or the Commission.
- 1.26 "Interconnection Arrangement" means the combination of Circuits and Authorized Services Interconnection Trunks/Trunk Groups used to exchange traffic between the Parties' respective networks.
- 1.27 "Interexchange Carrier" or "IXC" means a provider of interexchange telecommunications services.
- 1.28 "LATA" means Local Access and Transport Area as defined in the Act.
- 1.29 "Local Calls," for the purpose of this Agreement are Authorized Services calls that originate on either Party's network that are exchanged directly between the Parties and that, at the beginning of the call, originate and terminate within the same MTA.
- 1.30 "Local Exchange Carrier" or "LEC" is as defined in the Act.
- 1.31 "Local Service Area" is the area within which service is furnished by Telco between stations without charge other than the regular exchange service charge.
- 1.32 "Local Exchange Routing Guide" or "LERG" means a Bellcore Reference Document used by Telecommunications Carriers to identify NPA-NXX routing and homing information as well as network element and equipment designations.
- 1.33 "MTA" means "Major Trading Area" as defined by 47 C.F.R. § 24.202(a).
- 1.34 "MSC" means the Mobile Switching Center or paging office used by Carrier in performing, inter alia, originating or terminating functions to or from Carrier's Customers.
- 1.35 "North American Numbering Plan" or "NANP" means the system of telephone numbering employed in the United States, Canada, and certain Caribbean countries.
- 1.36 "Numbering Plan Area" or "NPA" is also sometimes referred to as an area code and the three digit indicator that is defined by the "A", "B" and "C" digits of each 10-digit telephone number within the NANP. There are two general categories of NPA. A "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that Geographic area. "Non-Geographic NPAs" are SAC Codes.

- 1.37 "NXX", "NXX Code", or "Central Office Code" means the three digit switch entity indicator that is defined by the "D", "E", and "F" digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.
- 1.38 "Party" means either Telco or Carrier. "Parties" means both Telco and Carrier.
- 1.39 "Point of Interconnection" or "POI" means the physical demarcation point between Telco and Carrier. This point establishes the technical interface, the test point(s), and the point(s) for operational division of responsibility between Telco's network and Carrier's network. The location of POIs between Telco and Carrier at the time of execution of this Agreement are set forth in Appendix -- POI.
- 1.40 "Rate Center" means the specific geographic point and corresponding geographic area that have been identified by a Telco and approved by the Commission. NPA-NXX codes that have been assigned to the LEC for its provision of Exchange Services are associated with specific Rate Centers for the purpose of rating calls.
- 1.41 "Rating Point" means the vertical and horizontal ("V&H") coordinates associated with a particular NPA-NXX for rating purposes. The Rating Point need not be in the same location as the switching entity where a telephone number is homed or routed pursuant to the LERG, but it must be in the same LATA to which traffic addressed to the relevant NPA is required by Telco to be routed pursuant to the LERG.
- 1.42 "Routing Point" means the V&H coordinates that a Telecommunications Carrier has designated as the destination for traffic inbound to services provided by that Telecommunications Carrier that bear a certain NPA-NXX designation. The Routing Point need not be the same as the Rating Point, but it must be in the same LATA as the Rating Point. Central Offices 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-NXX Codes in its own network, the Routing Point shall be the Telco Access Tandem Switch where traffic to Telco NXXs in the same NPA is homed.
- 1.43 "Service Access Code" or "SAC Code" is a non-geographic NPA typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 500, Toll Free Service NPAs (8YY), 700 and 900 are examples of SAC Codes.
- 1.44 "Switched Access Service" means an offering of access to Telco's network for the purpose of the origination or the termination of traffic from or to Switched Access Service customers in a given area pursuant to a Switched Access tariff. Switched Access Services include: Feature Group A ("FGA"), Feature Group B ("FGB"), Feature Group D ("FGD"), Toll Free Service, and 900 access.
- 1.45 "Tandem Switches" or "Access Tandem Switches" are switches that are used to connect and switch trunks between and among Telco's Central Office Switches and other Telecommunications Carriers' switches for the purposes of providing Exchange Service and Switched Access services.
- 1.46 "Tandem" refers to a Telco Central Office containing an Access Tandem Switch.
- 1.47 "Telco's Service Area" means the geographic areas in the State of California where Telco provides telephone exchange and exchange access services as an incumbent LEC.
- 1.48 "Telecommunications Carrier" is as defined in the Act.

- 1.49 "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.
- 1.50 "Transit Traffic" means intermediate transport and switching of traffic between two parties, one of which is a Party to this Agreement and one of which is not, carried by the other Party to this Agreement that neither originates nor terminates that traffic on its network while acting as an intermediary.
- 1.51 "Trunk Side" refers to a Central Office Switch interface that is capable of, and has been programmed to treat the Circuit as, interfacing to another switching entity, for example, another Central Office Switch. A Trunk Side interface offers those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.
- 1.52 "Type 1" means a type of Authorized Services Interconnection Trunk interface as technically defined in Bellcore Technical Reference GR-145-CORE and TA-NPL-000912 and as provided in accordance with this Agreement. There are two types of Type 1 trunk interfaces for Telco to Carrier traffic: Direct Inward Dial (DID) Trunk and Trunk Side Message Trunk ("TSMT"). The Direct Inward Dial Trunk is a two wire, one way Telco to Carrier Trunk Side interface at the Telco End Office Switch. The Trunk Side Message Trunk is a two or four wire one way Telco to Carrier Trunk Side interface at Telco's End Office Switch. "Telco to Carrier" traffic includes Transit Traffic.
- 1.53 "Type 1 Dial Line" is a two wire, one way Carrier to Telco line side interface at the Telco End Office Switch. This interface cannot be used for Telco to Carrier traffic. The usage rates set forth in Telco's applicable state tariff (MTS rates) shall apply to Type 1 Dial Line.
- 1.54 "Type 2A" means a type of Authorized Services Interconnection Trunk interface as technically defined in Bellcore Technical Reference GR-145-CORE and as provided in accordance with this Agreement.
- 1.55 "Type 2B" means a type of Authorized Services Interconnection Trunk interface as technically defined in Bellcore Technical Reference GR-145-CORE and as provided in accordance with this Agreement.
- 1.56 "Wire Center" denotes a building or space within a building which serves as an aggregation point on a given Telecommunications Carrier's network, where transmission Circuits are connected and switched. Telco's Wire Center can also denote a building in which one or more Central Offices, used for the provision of Exchange Services and Switched Access services, are located.

2. AUTHORIZED SERVICES INTERCONNECTION FOR RECIPROCAL TRAFFIC EXCHANGE.

- 2.1. Technical Provisions. This Section provides for the physical connection of Carrier's and Telco's networks within the State of California for the transmission and routing of Telco to Carrier and Carrier to Telco Authorized Services traffic consistent with the requirements of 47 C.F.R. Part 51, § 51.305. Telco and Carrier will physically connect their networks and exchange traffic originating or terminating to the other Party's Customers over their networks in connection with Carrier's Authorized Services in accordance with the service, operating, and Interconnection Arrangements set forth hereinafter.

- 2.1.1 Authorized Services Interconnection. Authorized Services Interconnection shall be available at the trunk side of a Telco End Office Switch via Type 1 and Type 2B Authorized Services Interconnection; and at the trunk connection points for a

Telco Tandem Switch via Type 2A Authorized Services Interconnection. Authorized Services Interconnection shall also be provided at other technically feasible points in Telco's network at the request of Carrier and subject to the negotiation of acceptable provisioning arrangements and compensation arrangements that will provide for the recovery of Telco's costs of providing such Interconnection to the extent that such recovery is due. The Parties will attach or incorporate as amendments to this Agreement technical descriptions, and if required, descriptions of associated compensation arrangements to cover any such additional Interconnection.

2.1.2 Single POI. There will be a single POI for each Interconnection Arrangement used to exchange Local Calls. This Agreement establishes the responsibilities on each side of the POIs, the Interconnection Arrangements to be established between the Parties' networks, and the appropriate compensation arrangements for exchange of Local Calls over those Interconnection Arrangements. Each Party shall be responsible for providing its own or leased transport Interconnection Arrangements to route calls to and from the POI. Carrier may construct its own transport Interconnection Arrangements used to route calls to and from the POI, it may purchase or lease from a third party these transport Interconnection Arrangements, or it may purchase these Interconnection Arrangements from Telco as described herein.

2.1.3 Authorized Services Interconnection POI Options. Carrier and Telco shall mutually agree on a POI for each Circuit utilized to carry traffic between their respective networks.

2.1.3.1 A POI may be located at:

- a. the Telco Wire Center where the Circuits terminate for Carrier to Telco Authorized Services traffic,
- b. Carrier's switching entity where the Circuits terminate for Telco to Carrier Authorized Services traffic, or
- c. another, mutually agreeable location.

2.1.3.2 The location of all POIs at the time of execution of this Agreement is set forth in Appendix -- POI. Any change to the POI locations listed in Appendix -- POI shall comply with the provisions of Section 2.

2.1.4 Trunk Side Interconnection Options. Carrier may order Trunk Side Interconnection Arrangements in the configurations described below:

2.1.4.1 Type 1. Carrier shall designate, to the extent technically feasible and commercially reasonable, only one POI for each Local Service Area from which Carrier desires to receive traffic through Type 1 Authorized Services Interconnection Trunk interfaces, and shall designate, to the extent technically feasible and economically reasonable, only one End Office Switch per Local Service Area to be associated with that POI and from which to receive the Type 1 interface. All of Carrier's telephone numbers in a Local Service Area shall reside within the End Office Switch(es) associated with the POI. For the purposes of this Agreement, the Parties agree that it is technically feasible and commercially reasonable for AirTouch to designate additional POIs and End Office Switches in a Local Service Area in at least the following circumstances:
(i) the End Office Switches where Carrier has Interconnection at that time

have insufficient numbers to meet the reasonably foreseeable needs of Carrier; (ii) Carrier has a need to designate and obtain Type 1 interfaces from an additional End Office Switch within a particular Local Service Area primarily for the purpose of serving a different Local Service Area associated with the additional End Office Switch, (iii) the End Office Switches where Carrier has Interconnection at that time have insufficient capacity to meet the immediate needs of Carrier, (iv) there are, at the time of the request, insufficient Circuits between the End Office Switches where Carrier has Interconnection and Carrier's MSC to deliver the reasonably foreseeable traffic, and (v) there has been a geographic NPA split and the Local Calling Area associated with the End Office Switches where Carrier has Interconnection at that time has been split and Carrier designates an additional POI and/or End Office Switch in the same Local Calling Area, but a different NPA. Notwithstanding anything in this Agreement to the contrary, (i) all of Carrier's POIs and designated End Office Switches associated with such POIs as of the Effective Date, and (ii) all of Carrier's new POIs and designated End Office Switches, once designated and accepted as technically feasible and commercially reasonable by Telco, shall be deemed technically feasible and commercially reasonable for the entire term of this Agreement (i.e., as long as this Agreement remains effective) and may remain regardless of whether the Local Service Area changes.

2.1.4.2 Type 2A – Tandem Connection. Carrier may establish Authorized Services Interconnection Trunk Groups at a Telco Tandem to be used as part of an Interconnection Arrangement for routing traffic to a Carrier NXX. Each NXX must have a single Rating Point and that Rating Point must be associated with a Telco End Office Switch within the same LATA as the Tandem, but the Rating Point does not have to be the same as the Routing Point.

2.1.4.3 LATA-Wide Trunk Side Access Tandem Termination Interconnection. This is a non-standard (non-LENG) additional routing service for Carrier originated traffic. Where requested, and subject to mutually agreed upon terms, an Authorized Services Interconnection Trunk Group may be established as part of an Interconnection Arrangement between Carrier and Telco at a single, Telco-designated Access Tandem Switch in a LATA, using Type 2A interfaces for termination of all Authorized Services Local Calls destined for any publicly dialable NPA-NXX Codes homing on Telco's Access Tandem Switches in that LATA. As of the Effective Date, the LATA-wide Access Tandem Switches are as follows:

LATA 1	SNFCCA2143T
LATA 2	RDNGCA0225T
LATA 5	LSANCA0470T
LATA 6	SNDGCA0291T

2.1.4.4 In the event that Telco deploys new Access Tandem Switches after the Effective Date, Telco will provide Carrier with reasonable advance notice of such a change and Telco will work cooperatively with Carrier to accomplish all necessary network changes.

2.1.4.5 At any time after the Effective Date, Telco may introduce new LATA-wide Access Tandem Switches in any part of its network:

- a. For those LATAs that have multiple Access Tandem Switches, Telco may do so by designating a different Access Tandem Switch (including a newly-opened Access Tandem Switch) as the LATA-wide Access Tandem Switch.
- b. For those LATAs that only have one Access Tandem Switch, Telco may do so by opening a new Access Tandem Switch in that LATA and designating one of the Access Tandem Switches as the LATA-wide Access Tandem Switch.
- c. In the event that Telco designates any new LATA-wide Access Tandem Switches after the Effective Date, Telco will waive all nonrecurring charges otherwise applicable to Carrier for moving existing trunks from the Access Tandem Switch at which Carrier received LATA-wide termination to the new LATA-wide Access Tandem Switch for such orders that are completed within ninety (90) days of the final cut-over of the new LATA-wide Access Tandem Switch.

2.1.5 Carrier may designate the interface it wants to receive from the following combinations: Trunk Side terminations at voice grade, DSO or DS1 level for Type 1, and Trunk Side at DS1 level for Type 2A. Telco shall provide the Interconnection Arrangement from the designated End Office Switch or Tandem Switch to the POI associated with it. Only one Authorized Services Interconnection Trunk Group will be provided by Telco in connection with each such Interconnection Arrangement.

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

2.1.7 Carrier shall designate a single POI to be associated with each Telco Tandem within a LATA from which Carrier wishes to receive traffic. Telco shall provide the Interconnection Arrangements from each Telco Tandem within a LATA to its associated POI.

2.1.8 Unless otherwise agreed herein, Carrier and Telco will interconnect directly in each LATA in which they exchange Local Calls and Switched Access Services traffic.

2.2. Authorized Services Interconnection Trunk Arrangement and Associated Signaling Interconnection.

2.2.1 Using the Interconnection Arrangements described in Section 2.1 above, the Parties shall exchange Local Calls originating on each other's networks. as described in this Section 2.2.

2.2.2 Unless a LATA-Wide Trunk Side Access Tandem Termination Interconnection option described in Section 2.1.4.3 above is deployed, Carrier shall only deliver terminating traffic over Type 2A interface to a Telco Access Tandem Switch for those publicly dialable NPA-NXX codes homing on that Telco Access Tandem Switch.

2.2.3 All terminating traffic delivered by Carrier:

- a. to a non-LATA-wide Access Tandem Switch destined for publicly dialable NPA-NXX codes that do not home on that non-LATA-wide Access Tandem Switch; or
- b. to a LATA-wide Access Tandem Switch through a non-LATA-wide Authorized Services Interconnection Trunk Group where the traffic is destined for publicly dialable NPA-NXX codes that do not home on that LATA-wide Access Tandem Switch

is misrouted. Telco shall provide notice to Carrier pursuant to Section 29 of this Agreement and, where possible, shall provide verbal and written notice to the appropriate Carrier Network Manager through the Carrier Account Manager at Telco that such misrouting has occurred. In the notice, Carrier shall be given thirty (30) days to cure such misrouting. In the event that Carrier does not cure the problem within the thirty (30) day period, Telco shall bill and Carrier will pay, in addition to any other normal usage charges, a misroute surcharge for each call. This surcharge will be equal in amount to the rate for tandem switching and transport for the call set-up and duration of the misrouted call. In the event Carrier has not cured the problem within a sixty (60) day period following the first notice, the misroute surcharge will be changed to equal the rate for End Office Switch termination from that point forward.

2.2.4 The Parties shall deliver all traffic destined for the other Party's network in accordance with the serving arrangements defined in the LERG except:

- a. when Carrier uses the LATA-Wide Trunk Side Access Tandem Termination Interconnection option described in Section 2.1.4.3 above, or
- b. when Carrier's MSC serves NXX Codes, some of which home on a Telco Access Tandem Switch, and some of which home on a non-Telco Access Tandem Switch. In this case all traffic from the Telco Access Tandem Switch may be delivered over a direct Interconnection Arrangement to the Carrier MSC regardless of dialed NXX.
- c. since Carrier has Interconnection Arrangements with Telco, unless otherwise agreed to, Telco will not deliver calls destined for Carrier's MSC via another Telecommunications Carrier's switch, but will instead route them through Telco/Carrier Interconnection Arrangements.

2.2.5 It is the responsibility of Carrier to negotiate Interconnection and compensation arrangements directly with other Telecommunications Carriers. Telco will deliver all calls destined to Carrier regardless of the Telecommunications Carrier originating the call; other than delivering the call, Telco has no responsibility for traffic routed through another Telecommunications Carrier's Tandem Switch to Telco's Tandem Switch destined for Carrier's MSC unless alternate compensation arrangements have been made.

2.2.6 Telco will deliver Transit Traffic to and from Carrier. In such a case, Telco will charge a transit charge to the originating Telecommunications Carrier. Other than the transit charge, Telco will not bill either Telecommunications Carrier for

transport and termination, which shall be separately negotiated between the originating and terminating Telecommunications Carriers.

2.2.7 Where Carrier's Dedicated NXX Codes subtend another Telecommunications Carrier's Tandem Switch, Telco may establish and pay for Interconnection Arrangements directly between Telco's Tandem Switch and Carrier's MSC for the completion of all Telco to Carrier calls destined to terminate to such NXX Codes.

2.2.8 The Parties may interconnect their networks using CCS (SS7) in accordance with Appendix – SS7 for Type 2A and Type 2B interfaces. 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 at which Interconnection occurs. The Parties acknowledge that the use of MF signaling may not be optimal. Telco will not be responsible for correcting any undesirable characteristics, service problems or performance problems that are associated with MF-to-SS7 interworking or the signaling protocol required for Interconnection with Carrier employing MF signaling.

2.3. Responsibilities of the Parties.

2.3.1 Carrier and Telco shall:

- a. Provide trained personnel with adequate and compatible test equipment to work with each other's technicians;
- b. Notify each other when there is any change affecting service, including the due date;
- c. Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure the Authorized Services Interconnection Trunks/Trunk Groups and Circuits are installed and comply with acceptance test requirements and are placed in service in a timely fashion and by the due date;
- d. Perform sectionalization to determine if a trouble is located in its Circuit or Authorized Services Interconnection Trunks prior to referring the trouble to each other;
- e. Provide each other with a trouble reporting number that is readily accessible and available 24 hours/7 days a week;
- f. Carrier shall provide Telco test line numbers and access to test lines, including a test line number that returns Answer Supervision in each of Carrier's Designated NPA-NXXs;
- g. Advise each other's Control Office/NOC if there is an equipment failure that may affect the Authorized Services Interconnection Trunks or Circuits; and
- h. Notify the other Party and obtain the other Party's consent (except in the case of an emergency that threatens the integrity of the network) prior to removing Authorized Services Interconnection Trunks or Circuits from service.

2.3.2 Carrier agrees that it will not market to its Customers, hold itself out, enter into any agreement to provide, or encourage its Customers to use Interconnection Arrangements provided hereunder for the provision of services other than

Carrier's Authorized Services and ancillary services (e.g. voice mail). To the extent that Carrier seeks to use the Interconnection Arrangements provided herein to provide services other than Authorized Services (e.g., facilities-based landline service), the Parties shall separately negotiate and agree upon the terms and conditions for the exchange of such traffic.

2.4. Terms for Use of Circuits for Authorized Services Interconnection.

2.4.1. The Parties will interconnect their networks using digital or analog Circuits, as selected by Telco, after due consultation with Carrier.

2.5. Intercept Arrangements.

2.5.1 Each Party shall provide voice intercept recorded announcement and/or distinctive tone signals to the calling Party when a call is directed to a number within one of its NXX Code(s) that has not been assigned to a Customer.

2.6. Traffic Forecasting.

2.6.1 To permit orderly growth and network management, Carrier shall forecast the volume of traffic of each Interconnection Arrangement associated with each POI. Carrier forecast information must be provided to Telco upon request, as often as twice a year. When extraordinary changes are anticipated, Carrier shall provide additional timely forecasts to account for such changes. For Telco to Carrier traffic, Telco shall determine the number and type of Interconnection Arrangements needed to connect to each of Carrier's MSCs to handle the actual and forecast future traffic in accordance with industry standards. Telco shall employ such forecasts, actual traffic volumes and sound engineering practices to provide such Interconnection Arrangements. The semi-annual forecasts shall include:

a. Yearly forecasted trunk quantities (which include measurements that reflect actual Tandem and End Office Switch Authorized Services Interconnection and Authorized Services Interconnection Trunks and Tandem-subtending Authorized Services Interconnection End Office Switch equivalent Authorized Services Interconnection Trunk requirements) for two (2) years (current and plus-1) by quarter;

b. The use of Common Language Location Identifiers ("CLLI-MSG"), which are described in Bellcore documents BR 795-100-100 and BR 795-400-100;

c. A description of major system projects that affect the other Party. Major system projects include trunking or system rearrangements, shifts in anticipated traffic patterns, or other activities by Carrier that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

2.6.2 If an Authorized Services Interconnection Trunk Group is under seventy-five percent (75%) of centum call seconds (ccs) capacity on a monthly average basis for each month of any consecutive six (6) month period, either Party may contact the other to discuss resizing the Authorized Services Interconnection Trunk Group. Neither Party will unreasonably refuse a request to resize the Authorized Services Interconnection Trunk Group.

2.6.3 Each Party shall provide the other with a specific point of contact for planning, forecasting, and trunk servicing purposes.

2.7. Trunk Servicing.

2.7.1 As discussed in this Agreement, both Parties will jointly manage the capacity of Authorized Services Interconnection Trunk Groups. Telco's Circuit Provisioning Assignment Center ("CPAC") will send a Trunk Group Service Request ("TGSR") to Carrier to trigger changes Telco desires to the Authorized Services Interconnection Trunk Groups based on Telco's capacity assessment. Carrier will issue an ASR to Telco's Wireless Interconnection Service Center:

- a. Within ten (10) business days after receipt of the TGSR, upon review of and in response to Telco's TGSR; or
- b. At any time as a result of Carrier's own capacity management assessment, to begin the provisioning process.

2.7.2 Carrier will be responsible for engineering and maintaining its network on its side of the POI. Telco will be responsible for engineering and maintaining its network on its side of the POI.

2.8 Interconnection Arrangements Design Blocking Criteria.

2.8.1 Forecasting and servicing for Interconnection Arrangements shall be based on the industry standard objective of two percent (2%) overall time consistent average busy season busy hour loads (one percent (1%) from the End Office Switch to the Tandem Switch and one percent (1%) from the Tandem Switch to the End Office Switch), based on the engineering document referred to as Neil Wilkinson B.01M [Medium Day-to-Day Variation], but in all cases, Interconnection Arrangements shall be provided at a level of quality at least equal to that which such Party provides to itself, a subsidiary, an Affiliate, or any other Telecommunications Carrier.

2.8.2 When Interconnection Arrangements 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 Interconnection Arrangements to the foregoing blocking criteria in a timely manner. The Parties agree that twenty (20) days is the study period duration objective.

2.9. Installation /Provisioning of Interconnection Arrangements.

2.9.1 Due dates for the installation or conversion of Authorized Services Interconnection Trunks covered by this Agreement shall be based on Telco's standard Switched Access Service intervals or mutual agreement of the Parties in accordance with the availability of Authorized Services Interconnection Trunks and equipment. Due dates for the installation or conversion of Interconnection Arrangements covered by this Agreement shall be based on Telco's applicable tariff intervals or mutual agreement of the Parties in accordance with the availability of Circuits and equipment.

2.9.2 Orders from Carrier to Telco to establish, add, change, or disconnect Type 2A, or Type 1 TSMT Authorized Services Interconnection Trunks shall be processed by use of an Access Service Request ("ASR") using Telco's CESAR (soon to be converted to EXACT) electronic ordering interface, or manually, by facsimile transmission. Orders from Carrier to Telco to establish add, change, or disconnect Type 1 DID or Type 1 Dial Line Authorized Services Interconnection Trunks shall be processed by use of a WCSR manually or by facsimile transmission. With regard to any changes to or replacements of any existing Telco ordering system, Telco will provide Carrier (i) reasonable advance notice of

such changes or replacements, (ii) documentation of how the changes or replacements affect Carrier's use of the resulting system, and (iii) a reasonable number of training opportunities regarding any such changes or replacements at no charge.

- 2.9.3 Telco will contact the Carrier installation contact on Interconnection Arrangements orders no later than the plant test date to begin performing installation work.
- 2.9.4 Orders that comprise a major project that directly impacts the other Party may be submitted at the same time, and their implementation shall be jointly planned and coordinated. Major projects are those that require the coordination and execution of multiple orders, or related activities between and among Telco and Carrier work groups, including but not limited to the initial establishment of Interconnection Arrangements and service in an area, Designated NXX Code relocations, re-homes, Circuit grooming or major network rearrangements.
- 2.10 All Carrier to Telco traffic delivered by Carrier to Telco's network shall be delivered via Type 1, Type 1 Dial Line, Type 2A, Type 2A LATA-Wide Trunk Side Access Tandem Termination Interconnection, or Type 2B interfaces.
- 2.11 Except as provided in this Section, Telco will not provide any Circuits between the Parties' respective networks pursuant to this Agreement. All such Circuits will be provided pursuant to Telco's applicable state tariff. Carrier shall be credited for outages of Circuits provided pursuant to Telco's applicable state tariff in accordance with the Special Access Service credit allowance provisions of such tariff. It is Telco's position that unbundled network elements provided pursuant to Section 4 cannot be used to provide interconnectivity between the Parties' respective networks. It is Carrier's position that unbundled network elements provided pursuant to Section 4 can be used to provide interconnectivity between the Parties' respective networks. Notwithstanding such positions, if Telco begins providing, or allowing other CMRS carriers to establish, interconnectivity between its network and the network of any other CMRS provider using unbundled network elements, then Telco will make the same interconnectivity available to Carrier on the same terms and conditions, including price.

3. COMPENSATION ARRANGEMENTS

- 3.1 Coordinates. For purposes of this Section, the determination of the location of the origination and termination points of a call shall be made by referencing the V and H Coordinates of the originating Telco NPA/NXX (End Office Switch) and the V and H Coordinates of the geographic location of Carrier's MSC.
- 3.2 Compensation for Call Transport and Termination.
 - 3.2.1 Local Traffic.

3.2.1.1 This Agreement includes inter alia provisions that incorporate determinations reached in an arbitration conducted in California under 47 U.S.C. § 252, that is, the arbitration filed by Cook Telecom, Inc., Application 97-02-003 and the resultant Decisions by the Commission (the "Cook Arbitration"). Those determinations include, but are not limited to, the determination that paging providers are entitled to be compensated for transport and termination of paging traffic and are entitled to certain relief from Interconnection Arrangements charges. Telco is appealing the Cook Arbitration results. Telco is incorporating into this

Agreement certain provisions because of the Commission orders in the Cook Arbitration.

- 3.2.1.2 Telco shall compensate Carrier for termination of Local Calls that are originated by Telco and terminated on Carrier's system. Such compensation shall be in the amount set forth in Appendix—Pricing Part A of this Agreement.
- 3.2.1.3 Carrier may deliver Local Calls to Telco that originate from Carrier's Customers using Carrier's system and terminate to Telco Customers in accordance with the requirements of this Section.
- 3.2.1.4 Carrier shall compensate Telco for termination and transport of Carrier to Telco Local Calls in the amounts set forth in Appendix -- Pricing Part B to this Agreement. In the event that the Commission by final order in its Open Access and Network Architecture Development ("OANAD") proceeding adopts additional rate elements or rate elements that differ in any substantive manner from the components for local switching, common and shared transport, or tandem switching set forth in Appendix – Pricing, Part B, the Parties shall, within thirty (30) days, renegotiate the rates for those components in accordance with the Commission's final order in the OANAD docket. The rates provided in this Section will apply until such negotiations are completed. Once the rates based on the elements in the Commission final order in the OANAD proceeding are effective, the Parties shall true-up compensation for Carrier to Telco Local Calls from the Effective Date of this Agreement forward to the date that the OANAD final order becomes effective and each Party shall receive the level of compensation it would have received had the Long-Term Rates been in effect as of the Effective Date. The true-up of compensation shall be done within ninety (90) days after the date that the OANAD final order becomes effective.

3.2.2 Transit Calls.

- 3.2.2.1 Carrier shall pay the tandem transit rate described in Appendix – Pricing, Part B, when it uses Telco's Access Tandem Switch in transporting a call to a third party Telecommunications Carrier.
- 3.2.2.2 Once the rate elements in the final order by the Commission in its OANAD proceeding become effective, the tandem transit rate shall be recalculated using the rate element amounts in the final order.
- 3.2.2.3 Once the rate elements in the final order by the Commission in its OANAD proceeding become effective, the Parties shall true-up compensation for tandem transit pursuant to the procedure in Section 3.1.2.4.
- 3.2.2.4 The Parties agree that it is incumbent on the originating Party to establish billing arrangements directly with other third party Telecommunications Carriers to which it may originate traffic by means of arrangements provided by the tandeming Party. In the event that Carrier does send traffic through Telco's network to a third party Telecommunications Carrier with whom Carrier does

not have a traffic interchange agreement, and such third party Telecommunications Carrier makes a claim against Telco for compensation, Telco will advise both Carrier and the third party Telecommunications Carrier that they need to resolve the matter between themselves. If Telco does so, then Carrier agrees to indemnify Telco for any termination charges Telco subsequently is ordered by a regulatory agency or court to pay such third party Telecommunications Carrier for such Transit Traffic. In the event of any such proceeding, Telco agrees to allow Carrier to participate as a party.

3.2.2.5 If either Party originates a call destined for termination to the other Party, but delivers that call to the other Party through a switching entity of another Telecommunications Carrier, the terminating Party shall be entitled to charge transport and termination rates as set forth in Section 3.2.1, above. The originating Party shall also be responsible for paying tandem transit rates, if any are charged by such other Telecommunications Carrier.

3.2.2.6 When Carrier uses a Telco Access Tandem Switch to transit a call to another LEC End Office Switch, and that LEC is a member of the California Toll Pool ("Pooling LEC"), Telco will bill, and Carrier will pay to Telco, the rates described in Appendix – Pricing, Part B, Section 1, Type 2A. Telco will remit such revenues, minus revenues from transiting, to the California Toll Pool. When a Pooling LEC originates a call that terminates to one of Carrier's Designated NXXs or DID number blocks, Carrier will bill, and Telco will pay to Carrier, the same rate as if the call originated at a Telco End Office Switch.

3.3 Compensation for Interconnection Arrangements. The following shall apply solely for Interconnection Arrangements dedicated for transport of Interconnection traffic.

3.3.1 This Section 3.3.1 describes the compensation arrangement for Interconnection Arrangements that include analog or DS1 Circuits and that are dedicated for transport of Interconnection traffic. These compensation arrangements also apply to the Authorized Services Interconnection Trunk portion of Interconnection Arrangements that include DS3 and larger Circuits and that are dedicated for transport of Interconnection traffic; provided, however, that if the total Circuit charges for the number of active channels in such DS3 or larger Circuit provided on an individual basis (that is, Circuit charges for smaller Circuits than the DS3 or larger Circuits on which compensation is being sought) would be less than the Circuit charges for the DS3 or larger Circuit, the Circuit charges related to such DS3 or larger Circuit shall be negotiated between Telco and Carrier on a case by case basis within sixty days after the Effective Date as to existing DS3 and larger Circuits, and as such Circuits are put in place as to new DS3 and larger Circuits. To the extent DS3 and larger Circuits are used for the transport of both Interconnection traffic and non-Interconnection traffic, Circuit charges related to such DS3 or larger Circuits shall be negotiated between Telco and Carrier on a case by case basis within sixty days after the Effective Date as to existing DS3 and larger Circuits, and as such Circuits are put in place as to new DS3 and larger Circuits. Until Telco is able to provide net billings, for all Interconnection Arrangements provided by Telco, Telco shall bill the full rate for the

Interconnection Arrangements (Circuits are charged pursuant to Section 2.11 and Authorized Services Interconnection Trunks pursuant to this Agreement). To compensate Carrier for Telco's use of the Interconnection Arrangements, Carrier shall bill Telco an amount equal to the percent of Telco's use of such Interconnection Arrangements (set forth in Section 3.3.6 below) multiplied by the full rate for recurring charges for such Interconnection Arrangements less any credits provided by Telco as to such Interconnection Arrangements. For Interconnection Arrangements provided by Telco, Carrier shall pay to Telco the net amount of the invoices passed from Telco to Carrier and Carrier to Telco. When Carrier remits its check for such Telco-provided Interconnection Arrangements, it shall accompany that check with Carrier's invoice for Telco's use of such Interconnection Arrangements; the amounts of Carrier's check and invoice shall total the same amount as is shown on Telco's invoice, except when a disputed amount exists. When a disputed amount exists, Carrier shall detail such dispute in a letter that shall accompany its check and invoice referenced above. Telco will adjust Carrier account records to reflect the sum of the Carrier payments and bills.

- 3.3.2 Carrier and Telco presently are interconnected at numerous points in each LATA throughout Telco's Service Area. Each Party has provided the other with Interconnection at various reasonable and technically feasible points on its network in each LATA or Tandem Switch serving area. Carrier has provided to Telco information describing its network Circuit types, lengths and configuration ("Network Information"). Having reviewed Carrier's Network Information, the Circuit mile average has been found to fall below 12 miles for Circuits employing Type 1 and Type 2A interfaces. No later than sixty days after the date this Agreement is executed, Carrier will provide Telco with updated Network Information. If the foregoing remains factually accurate, the Parties agree that their present network design and resulting Interconnection Arrangements, taken as a whole and on balance represent an efficient network solution taking into consideration the time of construction.
- 3.3.3 The Parties agree that (i) reliable and economically efficient Interconnection requires, among other things, that Interconnection points between the Parties' networks be within reasonable proximity to each other and (ii) significant rules changes and price changes that directly affect the cost of the network and its operation have been put into effect since construction of most of the current network occurred. These rules and cost changes may indicate that some reconfiguration may be necessary from current arrangements to provide for optimal efficiency. Based on the joint planning and forecasting requirements, the Parties agree that, in order to keep transport costs balanced for the exchange of Local Traffic, routing flexibility must be maintained which will allow the use of less costly shared or common transport within each Party's network to permit the use of the shortest available dedicated link between the Parties' networks for traffic exchange, consistent with LERG routing guidelines.
- 3.3.4 Each Party agrees that it will not impose dedicated transport compensation obligations on the other Party for Interconnection Arrangements that will cause the other Party's network design and resulting Interconnection Arrangements to become less than an efficient network solution. The Parties further agree that Interconnection Arrangements employing a Type 1 interface are not optimal for efficient transport of Telco to Carrier traffic due to the routing restrictions imposed by the line treatment of the trunk. Carrier agrees therefore that it will take

reasonable steps to avoid use of Interconnection Arrangements employing a Type 1 interface whenever economically and technically feasible (e.g., when full NXXs are available to Carrier in sufficient quantities to allow Carrier to implement its business plan at a cost that is economically reasonable). Carrier also agrees that, if new technology is developed to allow for routing of calls to DID number blocks over switched shared transport Authorized Services Interconnection Trunks for common delivery over Interconnection Arrangements employing Type 2A Authorized Services Interconnection Trunks, Carrier will work with Telco to analyze what changes may be appropriate to their existing Interconnection Arrangements. In the event that the Parties agree that such new technology will result in more efficient Interconnection for both Parties, Carrier will obtain the necessary delivery point nomenclature and routing numbers and will utilize this technology in lieu of current Interconnection Arrangements employing Type 1 interfaces. Telco agrees not to impose database query charges on Carrier for use of any alternate routing technology to replace dedicated Interconnection Arrangements employing Type 1 interfaces in place at the time such alternate routing technology becomes generally available through Telco. Telco will waive all nonrecurring charges otherwise applicable to Carrier for moving existing Type 1 Authorized Services Interconnection Trunks to trunks using such alternative routing technology.

3.3.5 Carrier and Telco agree that a single Interconnection Arrangement to a Tandem Switch within a LATA may provide additional efficiencies to both Parties. Carrier at its option may choose a single Interconnection Arrangement employing a Type 2A interface to a Tandem Switch for receipt of all tandem routed calls within the LATA. When this single Tandem Switch option is chosen, the circuit mile considerations set forth in Sections 3.3.2 and 3.3.4 shall not apply.

3.3.6 Carrier and Telco agree that the percent of Telco's use of the Interconnection Arrangements is eighty-two and one half per cent (82.5%).

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

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

3.4.2 Automatic Number Identification. Telco shall, upon Carrier's conversion to CCS, pass to Carrier any automatic number identification ("ANI") associated with Telco to Carrier traffic delivered to Carrier pursuant to the Agreement at no charge. If Telco passes ANI to any other CMRS carrier using MF signaling, then Telco shall make such arrangement available to Carrier on the same terms and conditions, including price, as that as it provides such arrangement to the other CMRS carrier.

3.4.3 CCS Facilities. If Carrier converts to CCS, it will use Telco's CCS network for Telco-originated traffic. Notwithstanding Article 12, Section 1 of Appendix – SS7, until Telco is able to provide net billings, Telco will bill Carrier and Carrier will pay

the recurring and nonrecurring charges for the CCS links, ports, CCS messages (if any), and other CCS related charges. Carrier will bill back Telco and Telco will pay Carrier 82.5% of such recurring and non-recurring charges. Carrier shall have no obligation to convert to CCS during the term of this Agreement.

3.5. Charges and Payment.

- 3.5.1 Payment. Each Party agrees to pay the other all undisputed billed amounts by the earlier of (i) the payment date, which may be set no earlier than thirty (30) days after the bill date, or (ii) the next bill date (i.e. the same date in the following month as the bill date). The undisputed portions of all bills are to be paid when due. All nonusage-sensitive monthly charges shall be billed monthly in advance, except those charges due for the initial month, or a portion of the initial month during which new items are provided, in which case charges will be included in the next bill rendered. Usage-sensitive charges hereunder shall be billed monthly in arrears by both Parties.
- 3.5.2 Late Payment Charge. Bills will be considered past due 30 days after the bill date or by the next bill date (i.e., same date as the bill date in the following month), whichever occurs first, and are payable in immediately available U.S. funds. If the amount billed is received by the billing Party more than 30 days after the payment due date, or if any portion of the payment is received by the billing Party in funds which are not immediately available to the billing Party, then a late payment charge will apply to the unpaid balance. The late payment charge will be as set forth in Telco's applicable state tariff.
- 3.5.3 Backbilling. Charges for all services provided pursuant to this Agreement may not be billed by the billing Party later than six (6) months after the initial date service was furnished. The billed Party may dispute such charges in accordance with Section 3.5.5 below.
- 3.5.4 Backcredits. Neither Party may request credit for any billing by the other Party pursuant to this Agreement more than six (6) months after the date of the bill on which the service, Interconnection Arrangement, or other charge was billed. If the request for credit leads to a billing dispute, such dispute shall be in accordance with Section 3.5.5 below. This sub-section shall not apply to requests for credit when the true-ups are provided for in this Agreement.
- 3.5.5 Billing Disputes. The billed Party has sixty (60) days after the receipt of the invoice to officially dispute, in writing, the charges which have been withheld from the billing Party. Such billing dispute will include specific invoice and dispute detail for the billing Party to be able to properly investigate the dispute. If the appropriate billing contacts are unable to resolve the dispute within sixty (60) days after receipt of the written billing dispute, the issue may be escalated to appropriate business representatives who will then have thirty (30) days to resolve the dispute. In the event that the billing dispute cannot be resolved by the appropriate business representatives, either Party may commence a dispute resolution in accordance with the Dispute Resolution provisions set forth in Section 17 of this Agreement.
- 3.5.6 Tariffed Items. Where charges specifically refer to tariffed rates, those tariffed charges and those alone shall be deemed amended to conform to any authorized modifications that may hereafter occur to the tariff rates for such equivalent items. Such amendments shall become effective upon the effective date of tariff

modifications. Telco shall provide Carrier with notice, no later than the time of filing of any such tariff modification.

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

3.6. Call Recording. Telco and Carrier shall each perform the necessary call recording and rating for its respective portions of an exchanged call. Each Party shall be responsible for billing and collection from their respective Customers.

3.7. Invoices for Charges. Not later than thirty (30) days following the end of each monthly billing cycle, each Party shall deliver to the other Party an invoice reflecting the charges due from the other Party for charges attributable to the month covered by such billing cycle. All Interconnection Arrangements charges owed to Carrier by Telco under Section 3.3 above, shall be billed by Carrier to Telco in accordance with Section 3.3.1.

3.8. Invoice Detail. The Parties agree that the invoices exchanged between them will contain the following information:

3.8.1 The invoices will include identification of the monthly bill period (from and through dates) and invoices will include all current charges, past due balance, adjustments, credits, late payment fees, payments, and a contact for billing inquiries.

3.8.2 The Parties will issue invoices for usage and Interconnection Arrangements. Usage charges will be billed in arrears based on the agreed upon rates set forth in Section 3.2 of this Agreement. Charges for Interconnection Arrangements provided by Telco will be billed in advance from Telco and, as to Circuits, will be pursuant to Section 2.11 hereof. Any fractional monthly charges and credits for Interconnection Arrangements incurred during the bill period may be reflected on the invoice for that bill period or the following bill period. Carrier will bill Telco under separate invoice for Telco's proportionate share of Interconnection Arrangements, as stated within Section 3.3. Per unit rate elements (or rates), either in detail or combined, will be displayed on both Parties invoices for all charges (usage and/or Interconnection Arrangements).

3.8.3 Carrier will bill Telco by state, based on the terminating location of the Carrier MSC which switches the call. Carrier will display the Common Language Location Identifier (CLLI) codes of the POIs where the exchange of traffic between Telco and Carrier takes place as well as the number of calls for each route. If Carrier's POI does not have a CLLI code, Carrier will display the unique identifier it assigned to its location and identified in Appendix – POI. Telco will bill Carrier for any Carrier to Telco calls 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. Such invoice will be based on Conversation MOUs for all Completed Calls and are measured in total conversation time seconds, which are totaled for the monthly billing cycle and then rounded up to the next whole minute.

3.8.4 The Parties will provide a remittance document with each invoice identifying: remittance address, invoice number and/or billing account number, summary of calls, Conversation MOUs (if billed in that fashion) and charges, amount due, and payment due date (at least thirty (30) days from the bill date/date of invoice).

- 3.8.5 Invoices between the Parties will be provided on paper, which is the primary bill, unless a mechanized or electronic format is mutually agreed upon and specifically designated by both Parties in writing as the primary bill.
- 3.9. Audit. Either Party may request in writing that the other Party verify the accuracy of amounts shown on invoices provided pursuant to this Agreement. The Party receiving the written request shall provide information reasonably sufficient to verify its invoices within thirty (30) days after the request date. If the requesting Party still questions an amount shown on an invoice, then such Party may give written notice of commencement of the dispute resolution process in accordance with the terms of this Agreement.
- 3.10. Lost or Destroyed Usage Data. In the event that either Party's data is lost, damaged or destroyed and cannot be recovered, and this results in its inability to determine actual usage, the Parties shall agree upon an estimate of the amount of revenue lost based on the Party's average monthly usage in the preceding three (3) months for which data is available and shall use the estimate for settlement of compensation among themselves. This procedure shall only be employed for one month during any twelve month period or period of continuous loss of usage data, whichever is longer. When the party resumes having actual usage data, the monthly usage will be calculated for the period of lost, damaged or destroyed data by averaging the usage for the three months before such period and the usage for the three months following such period. If this average monthly usage amount is more than 10% different from the average monthly usage calculated solely on the months preceding the loss period, appropriate adjustments will be made between the parties.

4. UNBUNDLED NETWORK ELEMENTS.

- 4.1. Where technically feasible, Telco shall make unbundled network elements available to Carrier in accordance with the Act and the FCC's Rules (47 C.F.R. § 51.307 et. seq.). Upon Carrier's request, the Parties agree that they will negotiate the specific network elements and the terms and conditions on which these network elements will be provided. Recurring and nonrecurring charges for unbundled network elements will be in accordance with the Commission's OANAD decisions.
- 4.2. Telco's provision of unbundled network elements under this Agreement is subject to the provisions of the Act, including but not limited to, Section 251(d). Both Parties reserve the right to dispute whether any unbundled network elements must be provided under Section 251(c)(3) and Section 251(d) of the Act, and under this Agreement, and whether these unbundled network elements can be used for Interconnection. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, based upon any action by any Telecommunications Carrier, finds, rules and/or otherwise orders that any of the unbundled network elements and/or unbundled network element combinations provided for under this Agreement do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be invalidated, modified or stayed to the extent required to immediately effectuate the subject order upon written request of either Party. Likewise if such court or regulatory agency orders that an unbundled network element and/or unbundled network element combination not provided for in this Agreement meets the necessary and impair standard this Agreement shall be modified upon request of either Party to effectuate such order. In such event, the Parties shall expend diligent efforts to arrive at an agreement on the modifications required to the Agreement to immediately effectuate such order. If negotiations fail, disputes between the Parties concerning the interpretations of the actions required or the

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

5. COLLOCATION.

Telco will provide collocation to Carrier pursuant to Telco's applicable tariff or separate agreement, which will, upon Carrier's request, include any arrangement that both Parties agree is, or is specifically found by the Commission to be, a collocation arrangement and that is made available to any other Telecommunications Carrier. If Commission resolution is necessary, the Parties agree to cooperatively seek an expeditious resolution of any determination of whether a particular arrangement is a collocation arrangement.

6. NUMBERING.

- 6.1. Each Party will comply with Industry Carriers Compatibility Forum ("ICCF") Central Office Code Guidelines, or modifications that may be made to those Guidelines by the newly established Network Interconnection/Interoperability Forum ("NI/IF").
- 6.2. It shall be the responsibility of each Party to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Telco nor Carrier shall charge each other for changes to switch routing software necessitated by the opening of NPA or NXX codes. If either Party is authorized to recover its costs for changes to switch routing software necessitated by the opening of NPA or NXX codes, the Parties shall reimburse each other's costs according to such authorization.
- 6.3. The Parties will each be responsible for the electronic input of their respective number assignment information into the Routing Database System. The Parties shall comply with Central Office Code Assignment Guidelines, as currently specified in INC 95-0407-008, in performing the electronic input of their respective number assignment information into the Routing Database System. The Parties shall cooperate to reassign the routing V&H and the Common Language Location Identifier ("CLLI") of Dedicated NXX Codes from Telco's Access Tandem Switches to points within Carrier's network as designated by Carrier. Carrier agrees that it shall use best efforts to complete the reassignment of its Dedicated NXX Codes into its network. The Parties agree to complete the transfer of all codes by December 31, 2000. Until a NXX code is reassigned, it will continue to be temporarily assigned to Telco's network as shown in the LERG.
- 6.4. Telco will forward a confirmation to Carrier in response to Carrier's request to add Carrier's NPA/NXXs to Authorized Services Interconnection Trunk Groups, when Carrier submits such a request accompanied by an ASR without service and using the remarks section to refer to the NPA-NXX form. This NPA-NXX installation request will be treated as a no-charge order.
- 6.5. Both Parties will provide switch translations and billing contact points regarding the establishment of or modification to full number blocks.
- 6.6. Telco agrees that local dialing parity will be available to Carrier in accordance with the Act.

7. NUMBER PORTABILITY.

- 7.1. The Authorized Services provided by Carrier are currently excluded by the FCC from number portability requirements. Accordingly, Carrier has no obligation to provide Telco with number portability. Nonetheless, should Carrier submit traffic to Telco that requires a number portability query, Telco will charge and Carrier will pay applicable tariff charges

for LNP queries. If at some point, the Authorized Services are subjected to number portability requirements, the parties shall negotiate in good faith the changes necessary in this Agreement to effectuate number portability in accordance with applicable law. If Carrier is then required to port numbers, Telco will not administer the database for those numbers, absent separate agreement.

- 7.2. The Parties reserve the right to block default routed calls incoming to their networks in the event of significant network failure in order to protect the public switched network from overload, congestion, or failure propagation. If Telco implements a process by which it notifies other CMRS providers when Telco blocks default routed traffic to such providers, Telco will make such process available to Carrier on the same terms and conditions as it is available to such other CMRS providers.

8. TROUBLE REPORTING.

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

9. ALLOWANCES FOR TRUNK INTERRUPTIONS.

- 9.1 Carrier shall be credited for outages of Authorized Services Interconnection Trunks in accordance with the Switched Access Service credit allowance provisions of the applicable state tariff.

10. AMENDMENTS, CHANGES, AND MODIFICATIONS: WAIVER.

- 10.1. If either Party proposes to make any permanent changes in the arrangements provided for in this Agreement, or any Attachments, or any permanent change in its operations that would materially affect the other Party's operations or services once the Interconnection Arrangements, apparatus, equipment, or any other item furnished by the Parties under this Agreement are installed, the changing Party shall give reasonable advance written notice to the other Party of such changes, advising when such changes will be made. All such changes shall be coordinated with the non-changing Party. Nothing in this Section shall affect the Parties' rights and obligations under this Agreement.
- 10.2. Subject to the provisions of Section 10.1. above, each Party shall be solely responsible, at its expense, for the overall design of its services and for any redesigning or rearrangement of its services that may be required because of changes in Interconnection Arrangements, operations or procedures of the other, minimum network protection criteria, or operating or maintenance characteristics of the Interconnection Arrangements.
- 10.3. No provision of this Agreement shall be deemed waived, amended, or modified by either Party, unless such waiver, amendment, or modification is in writing and signed by the authorized representatives of both Parties. Neither Party shall be bound by any preprinted terms in addition to, or different from, those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications unless agreed to by the receiving Party in writing.
- 10.4. The failure of either Party to enforce or insist that the other Party comply with the terms or conditions of this Agreement, or the waiver by either Party in a particular instance of any of the terms or conditions of this Agreement, shall not be construed as a continuing,

future or general waiver or relinquishment of the terms, conditions, rights or privileges, but this Agreement shall be and remain at all times in full force and effect.

11. ASSIGNMENT.

- 11.1. Neither Party may assign, subcontract, or otherwise transfer its rights or obligations under this Agreement except under such terms and conditions as are mutually acceptable to the other Party and with such Party's prior written consent, which consent shall not be unreasonably withheld; provided that Telco and Carrier may assign its rights and delegate its benefits, and delegate its duties and obligations under this Agreement without the consent of the other Party to an Affiliate of the assigning Party or, any entity which acquires substantially all of the telecommunications assets or ownership interests of either Party. Nothing in this Section is intended to impair the right of either Party to utilize subcontractors.
- 11.2. Except as otherwise provided herein, this Agreement will be binding on and inure to the benefit of the Parties and their respective successors and permitted assigns.

12. CERTIFICATION REQUIREMENTS.

- 12.1 Carrier warrants that it has obtained or will obtain prior to operating under this Agreement, all necessary jurisdictional certification required in those jurisdictions in which Carrier has ordered services pursuant to this Agreement. Upon request by any governmental entity, Carrier shall provide proof of certification to Telco.

13. CHANGE IN SERVICE ARRANGEMENTS.

- 13.1 As set forth more specifically in this Section, charges associated with changes in Carrier's Interconnection Arrangements are in addition to other applicable charges and as follows: (a) charges for Authorized Services Interconnection Trunks shall be assessed in an amount equal to the rates and charges or disconnect/reconnect charges listed in this Agreement; and (b) charges for Circuits shall be assessed in accordance with Section 2.11 hereof. Until Telco is able to provide net billings, Telco shall bill the full rate for the Interconnection Arrangements and, to compensate Carrier for Telco's use of the Interconnection Arrangements, Carrier shall bill an amount equal to the percent of Telco's use of such Interconnection Arrangements (set forth in Section 3.3.6) multiplied by the full charge for such Interconnection Arrangements; provided, however, that Carrier shall not bill Telco: (i) for services and Interconnection Arrangements not used for the delivery of traffic originating on Telco's network to Carrier, nor (ii) for changes to Interconnection Arrangements that are a result of Carrier-initiated network reconfigurations to accommodate mergers, acquisitions and the like, or that solely benefit Carrier.

14. COMPLETE TERMS.

- 14.1 This Agreement together with its appendices and exhibits constitutes the entire agreement between the Parties and supersedes all prior discussions, representations or oral understandings reached between the Parties regarding the subject matter of this Agreement. Appendices and exhibits referred to herein are deemed attached hereto and incorporated by reference.

15. CONFIDENTIALITY AND PROPRIETARY INFORMATION

- 15.1. For the purposes of this Agreement, confidential information ("Confidential Information") means confidential or proprietary technical, Customer or business information given or made available by one Party (the "Discloser") to the other (the "Recipient"). All information which is disclosed by one Party to the other in connection with this

Agreement, during negotiations and the term of this Agreement, including, but not limited to, traffic volumes, customer proprietary information, forecasts or projections, billing information, Customer name and information, network configuration, business plans or operations, network design, systems and procedures and/or the sale, purchase and use of services, or end user specific information and POI locations, will be deemed proprietary to the Discloser and subject to this Section 15 when marked at the time of delivery as "Confidential" or "Proprietary," or, if communicated orally, identified as "Confidential" or "Proprietary" (i) at the time of delivery, or (ii) in writing within ten days thereafter. The Recipient agrees (i) to use Confidential Information only for the purpose of performing under this Agreement, (ii) to use the same degree of care (a) to hold such Confidential Information in confidence and (b) to not disclose it to anyone other than its employees or attorneys having a need to know for the purpose of performing under this Agreement, as the recipient uses for its own confidential information of similar importance, but in no event less than reasonable care, and (iii) to safeguard it from unauthorized use or disclosure using at least the same degree of care with which the Recipient safeguards its own Confidential Information of similar importance, but in no event less than reasonable care. If the Recipient wishes to disclose the Discloser's Confidential Information to a third-party agent or consultant the agent or consultant must have executed a written agreement to abide by the terms of this Section 15.

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

- of either Party to use customer specific information lawfully obtained from end users or sources other than the Discloser.
- 15.6. Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination without renewal for a period of two (2) years.
- 15.7. Except as otherwise specifically provided herein, no license is hereby granted under any patent, trademark, or copyright, nor is any such license implied solely by virtue of the disclosure of any Confidential Information.
- 15.8. Any traffic or billing data provided by either Party to implement the terms of this Agreement shall be considered Confidential and shall be disclosed only to those persons who have a need to see the Confidential Information to implement the terms of this Agreement. Neither Party shall permit Confidential Information to be disclosed to any Affiliate or subsidiary corporation that provides services that compete with the other Party.
- 15.9. Each Party agrees that the Discloser may be irreparably injured by a disclosure in breach of this Agreement by the Recipient or its representatives and the Discloser will be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach or threatened breach of the confidentiality provisions of this Agreement. Such remedies will not be deemed to be the exclusive remedies for a breach of this Agreement, but will be in addition to all other remedies available at law or in equity.
- 16. DISCLAIMER OF WARRANTIES.**
- 16.1 NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES PROVIDED HEREUNDER. ADDITIONALLY, NEITHER PARTY ASSUMES ANY RESPONSIBILITY WITH REGARD TO CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER PARTY WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.
- 17. DISPUTE RESOLUTION.**
- 17.1. Finality of Disputes. Except as otherwise specifically provided for in this Agreement, no claims will be brought for disputes arising from this Agreement more than 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.
- 17.2. Alternative to Litigation. Except as otherwise expressly provided herein, the Parties desire to resolve disputes arising out of this Agreement without court litigation. Accordingly, as provided herein, the Parties agree to use the following Dispute Resolution procedure with respect to certain controversies or claims arising out of or relating to this Agreement or its breach.
- 17.3. Commencing Dispute Resolution. Dispute Resolution shall commence upon the sending from one Party to the other of written notice of a controversy or claim arising out of or relating to this Agreement or its breach and specifying the exact nature, time and terms of the dispute. No Party may pursue any claim unless such written notice has first been given to the other Party.

- 17.4. Informal Resolution of Disputes. When such written notice has been given, as required by Section 17.3, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives, but the representatives shall use their best efforts to resolve the dispute within sixty (60) days. 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, for any reason or purpose without the prior express written concurrence of both parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.
- 17.5. Formal Dispute Resolution. If the Parties are unable to resolve the dispute through the informal procedure described in Section 17.4 above, then either Party may invoke the following formal Dispute Resolution procedures by submitting to the other Party a written demand for arbitration and obtaining the other Party's agreement to arbitrate the dispute. Unless agreed upon by the Parties, formal dispute resolution procedures described below, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) days after the date of the letter initiating dispute resolution under Section 17.3 above. If both Parties do not agree to arbitration, then either Party may proceed with any remedy under law or equity.
- 17.6. Arbitration. Disputes subject to arbitration under the provisions of this Agreement will be submitted to a single neutral 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. For purposes of this Section, "neutral" shall mean that the arbitrator is not, and has not previously been, an employee, shareholder of more than 1% of the voting stock of a Party, officer, director, agent, consultant, or attorney for either Party. Each arbitration will be held in Dallas, Texas, unless the parties agree otherwise. The arbitration hearing will be requested to commence within sixty (60) days of the demand for arbitration. The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitration of all disputes. The arbitrator will have no authority to award punitive damages, exemplary damages, consequential damages, incidental damages, multiple damages, or any other damages not measured by the prevailing party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of the Agreement. The arbitrator shall be knowledgeable of telecommunications issues. The arbitrator shall permit written discovery. The times specified in this Section may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures, including attorneys' fees. The Parties will equally split the fees of the arbitration and the arbitrator. The arbitrator's award shall be final and binding. Either Party may apply to a court of competent jurisdiction for entry and enforcement of a judgment based upon an arbitration award pursuant to this Section.
- 17.7. Billing Disputes. The following provisions apply specifically to the resolution of billing disputes.

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

- a. Interest will be paid by the billing party on any amounts paid in excess of the amount found to be due according to the Dispute Resolution.
- b. Payments made in excess of the amount found to be due according to the Dispute Resolution will be reimbursed by the billing Party.
- c. The billing party will make appropriate adjustments to its records to reflect the amounts that should have been charged in accordance with the findings of the dispute resolution.

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

- a. Late payment charges will be paid by the disputing Party on any amount not paid that was found to be due according to the Dispute Resolution.
- b. Any amounts not paid but found to be due according to the Dispute Resolution will be paid to the billing Party.

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

18. EFFECTIVE DATE.

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

19. FORCE MAJEURE.

- 19.1. Neither Party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its fault or negligence.
- 19.2. If any such force majeure condition occurs, the Party injured by the other's inability to perform may, in accordance with Section 38 below, elect to (a) terminate this Agreement, provided the condition has existed for ninety (90) days in a one hundred and twenty (120) day period; or (b) suspend this Agreement for the duration of the force majeure condition and resume performance under this Agreement once such force majeure condition ceases.
- 19.3. In such event, the Party affected shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations related to the performance so interfered with). The affected Party shall use its best efforts to avoid or remove the cause of non-performance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

20. GOVERNING LAW.

20.1 This Agreement shall be governed by the laws of the State of California, excluding its conflict of law provisions, and applicable federal law.

21. HEADINGS.

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

22. INTERVENING LAW.

22.1 This Agreement is entered into as a result of private negotiation between the Parties and the incorporation of certain arbitration results and other rulings. In the event that any of the rates, terms and/or conditions herein, or any of the laws or regulations that were the basis or rationale for such rates, terms and/or conditions in the Agreement, are invalidated, modified or stayed by any action of any state or federal regulatory or legislative bodies or courts of competent jurisdiction, including but not limited to any decision by the Eighth Circuit relating to any of the costing/pricing rules adopted by the FCC in its First Report and Order, In re: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, 11 FCC Rcd 15499 (1996)(e.g., Section 51.501, et seq.), upon review and remand from the United States Supreme Court, in AT&T Corp. v. Iowa Utilities Bd., 119 S. Ct. 721 (1999) or Ameritech v. FCC, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999), and assuming the Parties agree, the affected provision shall, as of the effective date of the action resulting in such invalidation, modification or stay, be invalidated, modified, or stayed, consistent with the action of the legislative body, court, or regulatory agency upon the written request of either Party. Should the Parties be unable to agree within a reasonable time upon the effect of such invalidation, modification or stay on their interconnection arrangement, the Parties will continue to apply the original rate, term and/or condition. In such event, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the Agreement. If negotiations fail, disputes between the

Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Upon determination of the appropriate conforming modifications, such modifications shall be applied as of the effective date of the action resulting in such invalidation, modification or stay. Without limiting the general applicability of the foregoing, the Parties acknowledge that on January 25, 1999, the United States Supreme Court issued its opinion in AT&T Corp. v. Iowa Utilities Bd., 119 S. Ct. 721 (1999) and on June 1, 1999, the United States Supreme Court issued its opinion in Ameritech v. FCC, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999). The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights, remedies, or arguments with respect to such decisions and any remand thereof, including its rights under this Intervening Law paragraph.

- 22.2 The provisions of this Agreement are subject to the result of any appeal of the Decisions in the Cook Arbitration and any decisions of the FCC related to the provisions. Upon the issuance of a result or decision that changes the Parties' obligations regarding the payment of reciprocal compensation or the provision of Interconnection Arrangements or transport (the "Affected Obligations"), either Party may, by providing written notice to the other Party, require that any provision of this Agreement regarding Affected Obligations be renegotiated in good faith with such renegotiated provisions to be given effect as of and after the date that such result or decision was issued. Provided, however, that when such result or decision becomes final and non-appealable, it shall be given effect and shall relate back to the Effective Date of this Agreement and the effective date of any prior Interconnection agreements negotiated pursuant to the Act.
- 22.3 Notwithstanding Section 22.2, if the Parties have entered into by, or enter into within ninety (90) calendar days of, the Effective Date of this Agreement, a binding settlement agreement that resolves all outstanding disputes between the Parties relating to Interconnection Arrangements and the payment (or non-payment) for transport and termination of traffic in the State as of the Effective Date of this Agreement, then Telco shall be deemed to have waived the application of Section 22.2. Instead, the following terms shall apply: The provisions of this Agreement regarding the payment of reciprocal compensation and/or the provision of and payment for Interconnection Arrangements or transport (the "Provisions") are subject to any final and non-appealable results of any appeal of the Decisions in the Cook Arbitration and any final and non-appealable decisions of the FCC related to the Provisions. When any such results or decisions become final and non-appealable, either Party may, by providing written notice to the other Party, require that the affected Provisions of this Agreement be renegotiated in good faith with such renegotiated Provisions to be given effect only as of and after the date ninety (90) days after the result or decision becomes final and non-appealable.

23. INTERPRETATION AND CONSTRUCTION.

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

24. LAW ENFORCEMENT AND CIVIL PROCESS.

- 24.1 The Parties will cooperate to comply with any request for information or assistance from law enforcement agencies. However, neither Party shall be held liable for any claims or damages arising from compliance with such requests relating to the other Party's Customers and the Party serving such Customers agrees to indemnify and hold the other Party harmless against any and all such claims.

25. LIABILITY AND INDEMNITY.

- 25.1 Neither Party assumes any liability for any act or omission of the other or third parties in the furnishing of its service to its subscribers solely by virtue of entering into this Agreement.
- 25.2. Except as otherwise stated in this Section 25, and except for damages resulting from gross negligence or willful misconduct, the liability of each Party for damages arising out of delays in installation, maintenance, or restoration of Facilities, services, or arrangements or out of mistakes, omissions, interruptions, or errors or defects in transmission occurring in the course of exchanging traffic over the Facilities, services or arrangements described herein shall in no event exceed the lesser of: (a) the amount of the allowance, if any, available under the applicable Tariff, or (b) the charges for such services, Facilities, or arrangements for the period of time such services, Facilities, or arrangements were not operating as provided in this Agreement.
- 25.3 To the extent not prohibited by law or inconsistent with the other terms of this Agreement, each Party shall indemnify, defend, and hold the other Party harmless against any losses, costs (including, but not limited to, reasonable attorneys fees and costs at trial and on appeal, if any), claims, injuries, damages, or liabilities ("Claims") relating solely to any third-party claims, causes of action, suits, or demands to the extent arising out of the acts or active omissions of the indemnifying Party, or its employees, officers, directors, or agents (while in the course and scope of their employment) in connection with (a) the indemnifying party's performance or nonperformance of its obligations under this Agreement or breach of any Applicable Law, and (b) the actual or alleged infringement of any patent, trademark copyright, service mark, trade name, trade secret or intellectual property right, now known or later developed, supplied or used by the indemnifying Party in the performance of its obligations under this Agreement regardless of the form or action, whether in contract, tort (including negligence), strict liability, or otherwise. Each party expressly agrees that it shall have no obligation to defend, indemnify, or hold the other Party harmless for the acts or omissions, or passive or active negligence, of third parties or the other Party. Each Party shall reimburse the other for any losses or damages through theft of Facilities, arrangements, or services, by or through employees, officers, directors, or agents of the reimbursing Party while on the premises of the other.
- 25.4 The indemnified Party shall notify the other Party promptly, in writing, of any Claims, legal proceedings, or demands for which the other Party is responsible under this Section 25 and shall cooperate in every reasonable way to facilitate the defense or settlement of such Claims; provided, however, that in all circumstances the indemnified Party shall notify the indemnifying Party in sufficient time to allow the indemnifying Party to prepare and file a responsive pleading. The indemnifying Party shall have sole control

over the defense and settlement of any claim tendered to it for defense and accepted by it; provided, however, that the indemnifying Party shall not settle any Claim which imposes liability on the indemnified Party (including, but not limited to, an admission of liability or injunctive relief) without the indemnified Party's express written consent; and provided, further, that the indemnifying Party shall afford the indemnified Party, at its sole cost and expense, an opportunity to participate on an equal basis with the indemnifying Party in the defense or settlement of any Claim. The indemnifying Party shall not be liable under this Section 25 for settlement by the indemnified Party of any Claim, legal proceeding, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the Claim, legal proceeding, or demand tendered to it in writing, and has failed to assume such defense within thirty (30) days after defense is tendered to it by the indemnified Party. In the event of such a failure to assume 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 nonmonetary concession by the indemnifying Party, including an admission of liability by such Party, shall take effect without the express prior written approval of the indemnifying Party. The Parties shall cooperate with each other in the defense of any suit, claim, or demand by third persons against either or both of them arising out of the Interconnection arrangements and exchange of traffic hereunder including, without limitation, Workers' Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications.

- 25.5 To the extent described below, each Party also agrees to indemnify and save the other Party harmless from Claims, legal proceedings or demands that may be made by persons furnished by the indemnifying party or by any of its subcontractors, under worker's compensation laws or similar statutes. The indemnified Party agrees to notify the indemnifying Party promptly, in writing; of any Claims, demands or legal proceedings for which it is claimed that the indemnifying Party is responsible and to cooperate in every reasonable way to facilitate defense or settlement of Claims. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof, provided that there is no liability by the indemnified Party; provided, however, that the indemnifying Party shall not settle any Claim as to impose liability on the indemnified Party (including, but not limited to, an admission of liability or injunctive relief) without its express written consent; and provided, further, that the indemnifying Party shall afford the indemnified Party, at its sole cost and expense, an opportunity to participate on an equal basis with the indemnifying Party in the defense or settlement of any Claim.
- 25.6 Neither Party shall be required to reimburse the other for any claim or loss pursuant to this Section 25 where the amount in controversy is less than two hundred and fifty dollars (\$250.00).
- 25.7. Carrier and Telco agree to abide by and to undertake the duty of compliance on behalf of the other with all federal, state and local laws, safety and health regulations relating to one Party's activities at the other Party's facilities, and to indemnify and hold the other Party harmless for any judgments, citations, fines, or other penalties which are assessed against such Party as the result solely of the first Party's failure to comply with any of the foregoing.

- 25.8. Each Party agrees to reimburse the other for damage to premises or equipment resulting from the installation, maintenance or removal of Facilities, services or arrangements if caused by other than normal wear and tear and if caused by active negligence or willful misconduct of the indemnifying Party.
- 25.9. NEITHER TELCO NOR CARRIER SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTY), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY RELEASES THE OTHER PARTY (AND SUCH OTHER PARTY'S SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS) FROM ANY SUCH CLAIM. NOTHING CONTAINED IN THIS SECTION WILL LIMIT TELCO'S OR CARRIER'S LIABILITY TO THE OTHER FOR (i) WILLFUL OR INTENTIONAL MISCONDUCT (INCLUDING GROSS NEGLIGENCE) OR (ii) BODILY INJURY, DEATH, OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY TO THE EXTENT PROXIMATELY CAUSED BY TELCO OR CARRIER'S ACTIVE NEGLIGENT ACT OR OMISSION OR THAT OF THEIR RESPECTIVE AGENTS, SUBCONTRACTORS OR EMPLOYEES, NOR WILL ANYTHING CONTAINED IN THIS SECTION LIMIT THE PARTIES' INDEMNIFICATION OBLIGATIONS, AS SPECIFIED HEREIN.
- 25.10. When the lines or services of other companies and carriers are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or carriers.

26. MOST FAVORABLE TERMS AND CONDITIONS.

- 26.1. To the extent provided in Section 252(i) of the Act and related provisions of the FCC's rules and regulations, Telco shall make available to Carrier any interconnection, service, or network element provided under an agreement approved under Section 252 of the Act to which Telco is a Party upon the same terms and conditions as those provided in that agreement.
- 26.2. This Agreement (including all attachments hereto), and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement (including all attachments hereto) that are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the Terms and Termination section of the Agreement is specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder.

27. MULTIPLE COUNTERPARTS.

- 27.1 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.

28. NETWORK MANAGEMENT.

- 28.1. Protective Controls. Any Party may use or request protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic to or from each other's network, when required to protect the public switched network from congestion due to Interconnection Arrangement failures, switch congestion, or failure or focused overload. The Parties will immediately notify each other of any protective control action planned or executed.
- 28.2. Expansive Controls. Where the capability exists, originating or terminating traffic reroutes may be implemented by any Party to temporarily relieve network congestion due to Interconnection Arrangement failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when the Parties mutually agree.
- 28.3. Mass Calling. The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, in order to prevent or mitigate the impact of these events on the public switched network.
- 28.4. Network Harm. Both Parties shall work cooperatively to prevent use of any service provided in this Agreement in any manner that interferes with third parties in the use of their service, prevents third parties from using their service, impairs the quality of service to other Telecommunications Carriers or to either Party's Customers, causes electrical hazards to either Party's personnel, damage to either Party's equipment, or malfunction of either Party's billing equipment. At the earliest practicable time, each Party will provide the other verbal notice of any such network harm that could effect the other Party, its network, or its Customers.
- 28.5. High Volume Calling Trunk Groups. The Parties shall cooperate to establish separate trunk groups for the completion of calls to high volume Customers.

29. NOTICES.

- 29.1. Any notice to a Party required or permitted under this Agreement shall be in writing (other than trouble reports and notices of interruption which may be oral followed up on writing) and shall be deemed to have been received on the date of service if served personally; on the date receipt is acknowledged in writing by the recipient if delivered by regular mail; or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Notice may also be provided by facsimile, which shall be effective on the next Business Day following the date of transmission as reflected in the facsimile confirmation sheet. "Business Day" shall mean Monday through Friday, the Parties' respective holidays excepted. Any notice shall be delivered using one of the alternatives mentioned in this Section and shall be directed to the applicable address indicated below or such address as the Party to be notified has designated by giving notice in compliance with this section, except that notices to a Party's twenty-four (24) hour contact number shall be by telephone and/or facsimile and shall be deemed to have been received on the date transmitted.

For Telco:

Director - Wireless Marketing
311 S. Akard
Four Bell Plaza, Room 1820
Dallas, TX 75202
Fax: 214-858-0775

With a copy to:

Keith Davis
Southwestern Bell
208 S. Akard, Room 2900
Dallas, TX 75202
Fax: 214-464-1138

For Carrier:

Vice President Technical Operations
AirTouch Paging
Three Forest Plaza
12221 Merit Drive, Suite 800
Dallas, Texas 75251-2243
Fax: (972) 860-3248

With a copy to:

Legal Department
AirTouch Paging
Three Forest Plaza
12221 Merit Drive, Suite 800
Dallas, Texas 75251-2243
Fax: (972) 860-3552

24 Hour Network Management Contact:

For Telco: 800-922-7742

For Carrier:	San Diego	619-571-1030
	Los Angeles	714-938-2903
	Sacramento	916-569-4370
	San Francisco	510-889-2338
	Fresno	559-221-8300 x135

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

29.3. The complete list of Access Carrier Name Abbreviation (ACNA) codes covered by this Agreement is listed below. Any addition, deletion or change in name associated with these listed ACNA codes requires notice under this section. Notice must be received before orders can be processed under a new or changed ACNA code.

ACNA List: PLP

30. PATENTS, TRADEMARKS & TRADE NAMES.

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

- 30.2. No license under patents is granted by either Party to the other, or shall be implied or arise by estoppel with respect to any circuit, apparatus, system, or method used by either Party in connection with any Interconnection Arrangements, services, or arrangements furnished under this Agreement, except as may be implied by the Act or rules and regulations promulgated thereunder.
- 30.3. Nothing in this Agreement will grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever, absent prior written consent of the other Party. Neither Party will offer any services using the trademarks, service marks, trade names, brand names, logos, insignia, or symbols of the other Party or its Affiliates without the other Party's written authorization.

31. POLES, DUCTS, CONDUITS AND RIGHTS OF WAY.

- 31.1 Telco shall provide Carrier access to poles, ducts, conduits and rights of way it owns or controls on rates, terms and conditions consistent with Section 224 of the Act and the FCC's Rules.

32. PUBLICITY.

- 32.1. The Parties agree not to use in any advertising or sales promotion, press release or other publicity matter any endorsement, direct or indirect quote, or picture implying endorsement by the other Party or any of its employees without such Party's prior written approval. The Parties will submit to each other for written approval, and obtain such 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.

33. RELATIONSHIP OF THE PARTIES.

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

34. RECORDS.

- 34.1. Each Party will keep adequate records of its operations and transactions under this Agreement and shall furnish to the other Party such information as may be reasonably required for the administration of this Agreement. Records required under this Agreement are subject to the confidentiality provisions of Section 15 of this Agreement.
- 34.2. The Parties shall, upon reasonable request, furnish copies or otherwise make available to each other the licenses and other Federal and, if applicable, State regulatory authorizations and its filed tariffs or other published schedules of charges pertaining to the traffic to be exchanged hereunder. In the event that Carrier possesses requisite authority, but the regulatory agency involved has not issued a formal document of authorization, Telco shall accept, as satisfying the requirements of this provision, the notice granting authorization in the agency's official publication(s).

35. REGULAR MEETING.

- 35.1 The Parties recognize that they share a goal of ensuring that their Customers receive the highest quality and most reliable service. To help achieve this goal, the Parties agree to meet every six (6) months, at the request of the other, to discuss procedures under this Agreement, and planned changes or enhancements of the Parties' respective networks.

36. SURVIVAL OF OBLIGATIONS.

- 36.1 Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a Party under the provisions regarding indemnification, limitations on liability, and any other provisions of this Agreement which, by their terms, by their sense or context are contemplated to survive (or to be performed after) termination of this Agreement, will survive cancellation or termination thereof, except that the survival of obligations as to protection of Confidential Information shall be governed by Section 15.

37. TAXES

- 37.1 Each Party purchasing services, facilities, or arrangements hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transfer, transaction or similar taxes, fees, or surcharges (hereinafter "Tax") imposed on, or with respect to, the services, facilities, or arrangements provided by or to such Party, except for (a) any Tax on either party's corporate existence, status, or income, Party's gross or retail revenues, or (b) franchise Taxes. Whenever possible, these amounts shall be billed as a separate item on the invoice.
- 37.2 With respect to any purchase of services, facilities or other arrangements, 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. However, failure to include these amounts on an invoice or to state these amounts separately shall not impair the obligation of the purchasing party to pay the Tax; provided, however, that in no event shall the providing Party seek to collect Taxes which were not included on an invoice more than four (4) years after the Tax was otherwise owed or due. Nothing shall prevent the providing Party from paying the tax to the applicable 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.
- 37.3 With respect to any purchase hereunder of services, facilities or arrangements that are resold to a third party, if any Tax is imposed by applicable law on the end user 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; 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.
- 37.4 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.

- 37.5 If the purchasing Party fails to impose and/or collect any Tax from end users 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 users, 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.
- 37.6 If either Party is audited by a taxing authority or other governmental entity, the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.
- 37.7 To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party until such time as the purchasing Party presents a valid certificate. If applicable law excludes or exempts a purchase of services, facilities, or arrangements 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.
- 37.8 With respect to any Tax or Tax controversy covered by this Section 37, the purchasing Party will be entitled to contest, pursuant to applicable law, and at its own expense, any Tax that it previously billed that it is ultimately obligated to pay. The purchasing Party will be entitled to the benefit of any refund or recovery of amounts that it had previously paid resulting from such a contest. Amounts paid by the providing Party shall be refunded to the providing Party. The providing Party will cooperate in any such contest provided that all costs and expenses incurred in obtaining a refund or credit for the purchasing Party shall be paid by the purchasing Party.
- 37.9 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 37 shall be sent in accordance with Section 29 hereof.

38. TERM AND TERMINATION.

- 38.1. Except as provided herein, the Parties agree to interconnect pursuant to the terms defined in this Agreement until January 2, 2002 (the "Initial Term"). Thereafter the Agreement shall continue in effect until terminated as provided herein.
- 38.2. At any time after a date 120 days prior to the date stated in Section 38.1 above, either Party may request negotiations between the Parties for a new Interconnection Agreement. Such negotiations shall begin within thirty (30) days after delivery of such a

request. Any resultant new Interconnection Agreement shall be effective when approved by the Commission or upon such other date as is agreed to by the Parties in the agreement itself.

38.3. This Agreement shall continue in effect until:

38.3.1 a regulatory or judicial body approves a negotiated new interconnection agreement between the Parties for the Service Areas covered by this Agreement; or

38.3.2 a new arbitrated interconnection agreement between the Parties for the Service Areas covered by this Agreement becomes effective; or

38.3.3 this Agreement is terminated in accordance with the terms of this Section 38.

38.4. The Parties agree that, except as otherwise provided in this Agreement, the rules and timeframes of Section 252 of the Act shall apply to any request for a new interconnection agreement initiated under Section 38.2. This includes arbitration by the Commission in the timeframes established in Section 252 of the Act.

38.4.1 If, for any reason, the Commission declines to arbitrate issues resulting from the negotiations, either party may petition the FCC to arbitrate such issues.

38.4.2 If, for any reason, the FCC declines to arbitrate issues resulting from the negotiations, either party may request binding commercial arbitration, which shall be governed by the rules of the American Arbitration Association, except as the Parties agree to modify such rules.

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

38.6. Notwithstanding any other provision of this Agreement, in the event Carrier intends to cease providing its Authorized Services, Carrier shall communicate this intent to Telco in writing at least sixty (60) days prior to the time Carrier intends to cease providing its Authorized Services. If it sends such a communication, Carrier may terminate this Agreement as part of that same advance written notice, subject to payment for Interconnection Arrangements provided or for costs incurred.

38.7. Violation Of or Refusal to Comply with Provisions of Agreement.

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

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

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

38.8. Immediate Termination.

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

38.8.2 Notwithstanding such termination, the terminating Party shall notify in writing the Party who has lost its authority to provide its services, not less than thirty (30) days prior to discontinuing the Interconnection arrangements provided hereunder.

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

38.9. Upon termination of this Agreement, the monthly charges payable under the Agreement shall be prorated to the date of termination, provided that the Interconnection Arrangement for which such charge is levied has been in service for more than one (1) month. Otherwise, the full monthly charge shall be due on termination, together with any applicable non-recurring charges.

38.10. If this Agreement is terminated for any reason and the Parties continue to provide Interconnection Arrangements and services hereunder, then the terms and conditions contained herein shall continue to apply to such services until a new contract between the Parties is in place, unless otherwise agreed.

39. THIRD PARTY BENEFICIARY.

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

40. VERIFICATION REVIEWS.

40.1. Each Party will be responsible for the accuracy and quality of its data as submitted to the other Party. Upon reasonable written notice, each Party shall have the right to conduct a review and verification of the other Party to give assurances of compliance with the provisions of this Agreement. Such review and verification may be conducted by an employee of the reviewing Party if such employee (i) does not perform any functions for or on behalf of any Affiliate of the reviewing Party that competes with the other Party, if any, and (ii) agrees to maintain reviewed information in accordance with the confidentiality provisions of this Agreement. Alternatively, the reviewing Party may employ to perform such review and verification an independent third party not affiliated in any way with the reviewing Party (providing such authorized representative does not have a conflict of interest related to other matters before one of the Parties) who will agree to reasonable nondisclosure requirements. This includes on-site verification reviews at the other Party's or the Party's vendor locations.

40.2. After the initial year of this Agreement verification reviews will normally be conducted on an annual basis with provision for staged reviews, as mutually agreed, so that all subject matters are not required to be reviewed at the same time. Follow up reviews will be permitted on a reasonable time schedule between annual reviews where significant deviations are found. During the initial year of the Agreement more frequent reviews may occur.

40.3. The review will consist of an examination and verification of data involving records, systems, procedures and other information related to the services performed by either Party as related to settlement charges or payments made in connection with this Agreement as determined by either Party to be reasonably required. Each Party, whether or not in connection with an on-site verification review, shall maintain reasonable records for a minimum of twenty-four (24) months and provide the other Party with reasonable access to such information as is necessary to determine amounts receivable or payable under this Agreement.

- 40.4. The Parties' right to access information for verification review purposes is limited to data not in excess of twenty-four (24) months in age. Once specific data has been reviewed and verified, it is unavailable for future reviews. Any items not reconciled at the end of a review will, however, be subject to a follow-up review effort. Any adjustments required subsequent to previously reviewed and verified data will also be subject to follow-up review. Information of either Party involved with a verification review shall be subject to the confidentiality provisions of this Agreement.
- 40.5. The Party requesting a verification review shall fully bear its costs associated with conducting a review. The Party being reviewed will provide access to required information, as outlined in this Section, at no charge to the reviewing Party. Should the reviewing Party request information or assistance beyond that reasonably required to conduct such a review, the Party being reviewed may, at its option, decline to comply with such request or may bill actual costs incurred in complying subsequent to the concurrence of the reviewing Party.

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

Pacific Bell

**AirTouch Communications, Inc. d/b/a
AirTouch Paging**

By SBC Telecommunications, Inc.,
its authorized agent

By: _____
(Signature)
Sandy Kinney
President - Industry Markets

By: _____
(Signature)
Gary D. Cuccio
President - AirTouch Paging

Date Signed: _____

Date Signed: October 18, 1999

LEGAL REVIEW COMPLETE
BY: Mark A. Stahl

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

Pacific Bell

**AirTouch Communications, Inc. d/b/a
AirTouch Paging**

By SBC Telecommunications, Inc.,
its authorized agent

By: Sandy Kinney
(Signature)
Sandy Kinney
President - Industry Markets

By: _____
(Signature)
Gary D. Cuccio
President - AirTouch Paging

Date Signed: 10-18-99

Date Signed: _____

APPENDIX – PRICING

**PRICING SCHEDULE FOR AUTHORIZED SERVICES INTERCONNECTION SERVICE
ELEMENTS, TRUNK TERMINATIONS AND TRAFFIC EXCLUSION FACTORS**

Part A Compensation pursuant to Section 3.2.1.2 of this Agreement shall be in the amount set forth below:

\$0.001740 per paging call

Part B Compensation pursuant to Section 3.2.1.4 of this Agreement shall be in the amounts set forth below:

(1) Type 2A. The following rate shall apply for calls exchanged over Type 2A Authorized Services Interconnection Trunk Groups:
\$0.008130 Set-up per Completed Call, and
\$0.004164 Conversation Time per minute of use

(2) Type 2A - LATA-Wide. The following rate shall apply for calls exchanged over Type 2A LATA Authorized Services Interconnection Trunk Groups:
\$0.008279 Set-up per Completed Call, and
\$0.004467 Conversation Time per minute of use

(3) Type 1. The following rate shall apply for calls exchanged over Type 1 Authorized Services Interconnection Trunk Groups:
\$0.013965 Set-up per Completed Call, and
\$0.006990 Conversation Time per minute of use.

(4) Type 1, Dial Line. The usage rates set forth in Telco's applicable state tariff (MTS rates) shall apply to Type 1 Dial Line interfaces. (5) Transiting. The following rate shall apply for calls exchanged over Type 2A or Type 2A LATA-Wide Authorized Services Interconnection Trunk Groups destined for termination on a third party network:
\$0.001130 Set-up per Completed Call, and
\$0.000670 Conversation Time per minute of use

Part C Authorized Services Interconnection Service Elements

Element/Service	Monthly Recurring or Usage Rate	Non-Recurring	
		Initial Unit	Additional Unit (per unit)
DID Number Block (per 100 Numbers)	\$0.41	\$250.00	\$64.00
Type 1 (TSMT) Analog Interface	\$1.50	\$202.33	\$202.33

Interoffice Mileage			
Fixed Rate per month	\$25.27	N/A	
Fixed Rate per mile, per month	\$1.86	N/A	
Type 1 (DID TSMT Trunk) Circuit Termination	\$18.31	N/A	
Operator Assistance	<i>Pursuant to applicable state tariff</i>		
Directory Assistance			
Via Type 1 using 411 dialing	Pursuant to applicable state tariff		
Via Type 2A using NPA 555-1212	<i>Pursuant to applicable state tariff</i>		
Class of Call Screening	No Charge	N/A	
Billed Number Screening	No Charge	N/A	
Call Blocking	<i>Pursuant to applicable state tariff</i>		
Preconditioning of DID Numbers	No Charge	\$102.00 per 20#'s	
Hunting	Pursuant to applicable state tariff		
AUTHORIZED SERVICES TRUNK TERMINATION CHARGES			
Type 1 (per trunk)	\$5.60	\$206.77	\$77.00
Type 2A and Type 2B (per DS-1 Termination)	\$23.02	\$856.00	\$553.00

APPENDIX – POI

TO BE SUPPLIED

APPENDIX – PROOF OF CARRIER'S AUTHORITY
TO PROVIDE AUTHORIZED SERVICES



United States of America
Federal Communications Commission

RADIO STATION AUTHORIZATION

The licensee hereof is authorized, for the period indicated, to construct and operate a radio transmitting station in accordance with the terms and conditions hereinafter described. This authorization is subject to the provisions of the Communications Act of 1934, as amended, subsequent Acts of Congress, international treaties and agreements to which the United States is a signatory, and all pertinent rules and regulations of the Federal Communications Commission, contained in Title 47 of the U.S. Code of Federal Regulations.

AirTouch Paging
12221 Merit Drive, Suite 800
Dallas, TX 75251

Original to: Licensebook
cc: KNKV-206 AUTH file

Common Carrier - Commercial Mobile Radio Services
Personal Communications Service

Call Sign: **KNKV206** File Number: **28051-CN-P/L-94**

Market: **NATIONWIDE**

Date of initial grant September 29, 1994

Date by which construction of base stations that provide coverage to a composite area of 750,000 sq km or serve 37.5% of the U.S. population must occur September 29, 1999

Date by which construction of base stations that serve 90% of the U.S. population must occur September 29, 2004

Date of expiration September 29, 2004

PERSONAL COMMUNICATIONS SERVICE DESCRIPTION

The following personal communications service may operate with an effective radiated power not exceeding 3500 watts.

CHANNEL

NATIONWIDE SERVICE PROVIDER

6: 930.40 - 930.45 MHz and 901.7500 - 901.7625 MHz

Issue Date: September 29, 1994

Form 463a

Page 1 of 2

APPENDIX SS7

APPENDIX -- SS7

This Appendix sets forth the terms and conditions under which Telco will provide Common Channel Signaling/Signaling System 7 ("CCS/SS7") Services.

Article 1 Definitions

Capitalized terms shall be defined as set forth below or as otherwise defined in this Agreement.

1. "A" Link: An access Signaling Link that connects SPs and/or SSPs to STPs.
2. "B" Link: A bridge Signaling Link that connects two (2) sets or pairs of STPs, not the STPs within a mated pair, but on the same hierarchical level.
3. Common Channel Signaling ("CCS"): A method of digitally transmitting call set-up and network control data over a special signaling network fully separate from the public switched telephone network facilities that carry the actual voice or data portion of the call. CCS carries addressed signaling messages for individual trunks and/or database related services between Signaling Points (SS7 nodes) in the CCS network. The protocol used by the Parties shall be Signaling System 7 ("SS7").
4. Common Channel Signaling Network ("CCS Network" or "SS7 Network"): An out-of-band signaling network that utilizes CCS to provide call setup, call supervision, call completion and database access services.
5. Compatibility Testing: Certification testing performed by representatives of Carrier and Telco to ensure proper operation of CCS network facilities for accurate transmission of system signals and messages. This is often referred to as TR-905 Compatibility Testing. This certification testing shall be performed in accordance with the following ANSI documents:
 - a) T1.234 Telecommunications - Signaling System Number 7 (SS7) - MTP Levels 2 and 3 Compatibility Testing (ATIS);
 - b) T1.235 Telecommunications - Signaling System Number 7 (SS7) - SCCP Class 0 Compatibility Testing (ATIS); and
 - c) T1.236 Telecommunications - Signaling System Number 7 (SS7) - ISDN User Part Compatibility Testing (ATIS).

6. "D" Link: A D Link or Diagonal Link is a Signaling Link connecting two mated pairs of STPs (a D-link quad) at different hierarchical levels residing in separate signaling networks.
7. Integrated Services Digital Network User Part ("ISUP"): Provides for transfer of call set-up signaling information between Signaling Points.
8. Message Transfer Part ("MTP"): Provides functions for basic routing of signaling messages between Signaling Points.
9. On-net: Any company or Telecommunications Carrier that has an SS7 Network Arrangement with Telco.
10. Point Code ("PC") or Signaling Point Code ("SPC"): An identifier code that identifies a Signaling Point in the CCS Network. The PC is used either as a destination PC or as an originating PC ("OPC") and provides an address within the CCS Network that enables messages to be routed to Signaling Points. These PCs are 24-bit binary numbers comprised of three (3) segments of three (3) digits each, identifying the network identification, the network cluster, and cluster member, respectively. These PCs are represented digitally as AAA-AAA-AAA, where "AAA" represents a decimal number from 000 to 255.
11. SS7 Facility: A dedicated SS7 Signaling Link connection between one Party's SPOI and the other Party's STP for the exchange of SS7 messages. An SS7 Facility includes a dedicated 56 kbps signaling connection between Carrier's SPOI and terminating in a port of Telco's STP.
12. SS7 Network Arrangement: A CCS Network relationship between Carrier and Telco using SS7 protocol that consists of subprotocols MTP, SCCP, ISUP and TCAP; or, the connection of Carrier STPs and Carrier tandem switching systems with Telco's STPs. SS7 Network Arrangement provides connectivity that enables the transport and exchange of SS7 ISUP and SS7 TCAP messages (i) between one Party's STP and the other Party's SPOI, and (ii) between Telco's STP and Interexchange Carriers directly connected to Telco's SS7 Network .
13. Service: The service described in Article 2 of this Agreement.
14. Service Area: The location of Telco's STP pairs and their corresponding network coverage, as described in Attachment 1.
15. Service Control Point ("SCP"): A node in the CCS Network that provides a database functionality.

16. Signal Transfer Point ("STP"): A specialized packet switch in the CCS Network that is used to route SS7 signaling messages between Signaling Points. An STP performs SS7 message routing and screening. STPs transfer signaling messages to other networks. For purposes of network survivability, STPs are deployed in pairs.
17. Signaling Connection Control Part ("SCCP"): Provides additional routing and management functions for transfer of messages other than call set-up between Signaling Points.
18. Signaling Link: An end-to-end high-capacity digital, data quality link (56 kbps) that transmits signaling information in the form of signaling messages from one network SS7 node to an SS7 node in another CCS Network. The link type identifies the functionality of the Signaling Link sets. The link types associated with the Service are "A", "B", and "D" Links. Signaling Links provide physical connection between Signaling Points of another party and Telco STPs. This is also sometimes known as a Type S interface, which is a physical SS7 Signaling Link connection between Carrier's network and Telco's network. The 'S' in Type S indicates that signaling information is passed via this interface. A Type S interface is used to exchange SS7 ISUP and SS7 TCAP messages to support the applications to be provided between networks.
19. Signaling Point ("SP"): A node in the CCS Network that originates and/or receives signaling messages, or transfers signaling messages from one Signaling Link to another, or both.
20. Signaling Point of Interface ("SPOI"): The physical demarcation point, or gateway, at which Telco exchanges signaling information with Carrier.
21. Service Switching Point ("SSP"): A Signaling Point (end office or tandem) equipped with SS7-capable software that can launch queries to databases and receive/interpret responses used to provide specific end user services.
22. Signaling System 7 ("SS7"): The protocol using the Common Channel Signaling Network. The SS7 protocol used by Telco is the American National Standards Institute ("ANSI") standard protocol defined by Bellcore Generic Requirement, GR-246-CORE, defined by Bellcore requirements (GR-317-CORE, GR-394-CORE, GR-444-CORE, GR-606-CORE, GR-82-CORE, GR-905-CORE and various other documents) and defined by the Telco Technical Publication PUB L-780023-PB/NB.
23. Transactions Capabilities Application Part ("TCAP") Messages: Provides for transfer of non-circuit related information between SPs.

Article 2 Description of Service

SS7 Network Arrangement is the connection of Carrier STPs and switching systems with Telco's STPs. Signaling information regarding traffic being exchanged between the parties is passed via a Signaling Link. This Signaling Link provides connectivity that enables the exchange of SS7 messages among Telco's switching systems and databases, Carrier switching systems, and other third-party switching systems that are directly connected to the Telco SS7 Network. The SS7 Signaling Link is used to exchange SS7 ISUP and SS7 TCAP Messages to support the applications and access to databases to be provided between the Parties' networks. Service includes the screening of messages based on OPC, SS7 service type, and the routing of messages by a Telco or Carrier mated pair of STPs.

Article 3 Provision of Service

1. At Carrier's request Telco shall provide an SS7 Network Arrangement over an SS7 Facility from Carrier's SPOI to a Telco STP at the location designated in Attachment 1 to this Agreement. Carrier shall utilize its own SPC when connecting its STP at the "A" or "B" Link level. Carrier must order dedicated Signaling Links and arrange for the provisioning of such Signaling Links.
 - a) "D" Link. A dedicated 56 kbps Signaling Link between Carrier STPs and Telco STPs for connection of Telco's CCS Network to Carrier's CCS Network. Connections between two (2) pairs of STPs will have at least four (4) connections; i.e., one (1) Signaling Link from each individual STP to each individual STP.
 - b) Local and IntraLATA. Service shall include local and intraLATA call set-up signaling, allowing Carrier to use the out-of-band trunk signaling provided by Telco's CCS/SS7 Network to carry its calls on the local and intraLATA toll network.
 - c) Scope of Access. Service shall include access to: (1) all switching systems served by a given STP which have been converted to SS7 signaling, including switching systems owned by other local service providers; (2) databases directly connected to a given STP, with the exception of 800/888 databases which can be accessed through any STP or which would require a separate agreement; and (3) other local service provider STPs.
 - d) Privacy Indicators. Carrier and Telco agree to populate and honor the privacy indicator associated with the CPN field in accordance with applicable federal and state regulations.

- e) Pre-Order Meeting. Carrier and Telco agree to conduct a pre-order meeting prior to the initial connection of the Parties' SS7 Networks or whenever major SS7 Network rearrangements are anticipated to determine Telco facility availability and the degree of diversity in both the Telco physical network and the Carrier physical network from Signaling Point to Signaling Point for the Signaling Link.
2. SS7 Facility. SS7 Facility(ies) provides physical access to Telco's Signaling Network. The Signaling Links are fully dedicated to the use of Carrier and provide the screening and routing usage for the Telco STP to which the Signaling Link is connected. SS7 Facilities are provided as a set of Signaling Links connecting to a Telco mated pair of STPs. SS7 Facilities are dedicated two-way digital data circuits that interconnect Telco's STP locations and the Carrier Signaling Points at Signaling Point of Interface ("SPOI") locations. SS7 Facilities are available to Carrier for their use in furnishing SS7-based services or applications to their Customers or other users of SS7 signaling information.

SS7 Facilities include the following elements:

- a) SS7 Link Cross Connect: The SS7 Link Cross Connect provides a DS-0A or DS1 connection and access point for testing in the Telco building where Telco's STP is located. The cross connect connects the STP Port Termination to a STP Access Connection or STP Access Link, if required.
- b) STP Port Termination: The STP Port Termination is the physical termination of the Signaling Link (i.e. 56 kbps circuit) at a Telco STP. An STP Port Termination is used for each 56 kbps SS7 Link Cross Connect terminated at a Telco STP. The STP Port Termination shall provide for the use of the Telco STP to which the port is connected.
- c) STP Access Link: The STP Access Link is used when the serving wire center (SWC) for the STP Access Connection is different than the SWC for the STP. The STP Access Link provides a 56 kbps digital facility from the SWC to which the STP Access Connection is connected to the building location of the STP.
- d) STP Access Connection: The STP Access Connection provides a 1.544 megabit per second digital facility to connect the Carrier's designated SPOI to the STP or to the STP Access Link, if required.

Carrier shall provide the portion of the Signaling Link from the Carrier SPOI within the LATA to the Telco SWC using an STP Access Connection, but in such instance where the Telco STP location is different from the SWC associated with Carrier's SPOI, an STP Access Link will be used for interoffice transport from the termination of the STP Access Connection to the Telco STP location. Carrier shall notify Telco that the facility contains a Signaling Link service. Multiple facilities provided by Telco will be identified so that Telco may maintain facility diversity between links

and link sets that require diversity. Carrier shall identify the DS1 or channel of a DS1 that will be used for the Signaling Link.

Carrier shall identify to Telco the STP Access Connection and channel to which the SS7 Link Cross Connect shall connect. If the STP Access Connection does not terminate in the STP location, Telco shall provide a STP Access Link. The STP Access Link will connect to the DS-0A Cross Connect at the STP location.

When Carrier uses an alternative DS1 facility or arranges, or agrees to allow, a physical degree of diversity or performance that is not in accordance with the specifications of Bellcore, GR-905-CORE, Carrier acknowledges that the performance and reliability of the SS7 Network Arrangement may be affected and the performance and reliability standards described in GR-905-CORE may be disqualified.

SS7 Facilities are subject to Telco compatibility testing and certification requirements per the Network Operations Forum Reference Document, per Bellcore, GR-905-CORE and per Telco Technical Publication, PUB L-780023-PB/NB. The first connection to the Telco SS7 Network per Carrier and per Signaling Point type of equipment will require pre-ordering meetings to exchange information and schedule testing for certification by Telco. Such certification testing shall be done at no charge by Telco in intervals that are no less favorable to Carrier than those provided to other Telecommunications Carriers.

3. SS7 Transport. SS7 Transport provides for the routing and screening of SS7 messages from a Telco pair of STPs (i.e. a mated pair) to another Telco pair of STPs. The screening of messages provides for Carrier designation of Signaling Points associated with Carrier and controls which messages may be allowed or not allowed by the Telco STP pairs. The routing of messages provides for the transfer of a complete message between Signaling Links, and for a Global Title Translation ("GTT") of the message address, if needed.

SS7 Transport provides routing of messages for all parts of the SS7 protocol including, for example, Message Transfer Part ("MTP") messages, Integrated Services Digital Network User Part ("ISDNUP" or "ISUP") messages, Signaling Connection and Control Part ("SCCP") messages, and Transaction Capability Application Part ("TCAP") messages.

SS7 Transport provides for screening and routing of signaling messages based on the SS7 protocol. These messages may support other applications and services such as. Easy Option/Call Control Option/Bellcore CLASS services, Toll Free Database services, Line Information Data Base ("LIDB") Services, and Calling Name ("CNAM") Database services. SS7 Transport will route messages to the global title address or to the Signaling Point code address of the message based on the translation information of Telco's STP.

SS7 Transport provides screening and routing of messages that are generated by the action of the Carrier Signaling Point, or messages that are generated by a Signaling Point connected via the Carrier Signaling Point. SS7 Transport is limited to 750 octets/second between Telco pairs of STPs.

Alternatively, Carrier may secure SS7 Network Arrangement from a commercial SS7 hub provider, in which case Telco will permit Carrier to access the same databases as would have been accessible if Carrier had connected directly to Telco's CCS Network, providing however, that the SS7 hub provider orders interconnection directly from Telco and connects locally within the LATA; otherwise, additional limitations and charges may apply. Under these circumstances, Telco may require Carrier or the hub provider to furnish a Letter of Agency ("LOA") authorizing the other party to order services or incur charges. Telco will route messages via SCCP MTP routing, if applicable, or to the alias PC of the hub network provider's point of connection gateway STP pair, to the signaling PC address based on the Global Title Translation ("GTT") information of Telco's STP. Telco will provide screening and routing of messages that are generated by the action of an Carrier Signaling Point and messages that are generated by a Signaling Point connected via the Carrier Signaling Point.

4. CCS Signaling. Telco will provide CCS signaling to Carrier, where and as available, to terminate a call and signaling transport, in conjunction with local, toll, and transit traffic. The Parties will cooperate on the exchange of TCAP messages to facilitate interoperability of CCS-based features between their respective networks, including intraLATA CLASS features and functions, to the extent each Party offers such features and functions to any or all other customers. CCS signaling parameters will be provided upon request (where available), including called party number, calling party number ("CPN"), originating line information, calling party category, charge number, ANI, and privacy indicator.
5. Communications Path. Upon Carrier's request, Telco will provide to Carrier those facilities and arrangements described herein, including SS7 Facilities, that are necessary to establish the physical connection over a communications path that is separate from the message path for the interchange of signaling information. The exchange of signaling information may be between Carrier and Telco or between Carrier and a designated carrier via Telco STP(s).

When Carrier requires an STP Access Link, Carrier and Telco shall jointly negotiate the degree of diversity provided among and between multiple SS7 Facilities. The degree of diversity in both the Telco network and the Carrier network shall be exchanged. The negotiation shall consider the requirements of the SS7 standard protocol, the degree of diversity available in each network and the possible alternatives. If Carrier requires a degree of diversity greater than is available in the Telco network, Carrier shall submit a Special Request.

6. Updates for Global Title Translation. The Parties shall have the right to request intraLATA NPA/NXX range additions in near real time for SS7 applications not presently translated. Initial entries for new applications are manual and chargeable. There is no charge for intraLATA updates to existing applications (for example changes/ or additions of sub system or translation types for existing GTT's).
7. CNAM Queries. Telco will provide message routing (where available) for CNAM queries made by the Carrier switches.
8. CPN Field. In conjunction with the establishment of an SS7 Network Arrangement, Carrier and Telco agree to populate the CPN field within the SS7 protocol and to bilaterally pass these CPN fields in SS7 messages. The CPN will be delivered by both Carrier and Telco in the ISUP call setup messages.
9. ISUP Message Transport Service. ISUP service allows Carrier to utilize SS7 signaling to an SS7 capable interexchange carrier ("IXC") for access service and other intraLATA interexchange services. Where Telco has a mated pair of STPs and has SS7 Facilities to an IXC within the same LATA, for interexchange telecommunications services, Telco shall provide call set-up signaling between Carrier and the IXC. Carrier will provide the PCs of the IXCs for which it is providing call setup via Telco's SS7 signaling network, so that Telco screening and translation tables can be updated.

Article 4 Responsibilities of The Parties

1. Managing the Network. Telco is responsible for managing the network provided by Telco as part of the Service and applying protective controls that it can invoke as a result of occurrences including, but not limited to, failure or overload of Telco or Carrier facilities due to natural disasters, mass calling or national security demands.
2. Global Title Translation. The Parties shall determine the Global Title Translation ("GTT") and Translation Type route for messages routed to GTT that are associated with the Parties SPs. The Parties shall use ANSI-assigned Translation Types and generally agreed to Sub-System Numbers, unless the Parties agree otherwise in writing.
3. STP Functions. Telco shall define regional functions and local functions of its STPs. Telco will route SS7 MTP/SCCP messages within the Telco signaling network and transport those messages to Telco's On-net customers. The Parties will use reasonable efforts to attempt to ensure that the messages between Carrier and Telco network elements are not assymmetrically routed.

4. STP Use. When Carrier orders the use of the Telco STP, Carrier shall specify the set of Signaling Links to be used
5. Message Routing. Telco shall route messages generated by Carrier throughout the On-net Telco signaling network. The content of the messages is for the use of Signaling Points of origination and destination. Telco will not use any information within messages for any purpose not required by or related to the use of the Telco signaling network. Telco will not divulge any message or any part of messages generated by Carrier to any other party, except as required to manage the Telco signaling network or as may be required by law.
6. Performance Standards. The Parties shall meet service performance standards as outlined in GR-905-CORE and PUB L-780023-PB/NB except as otherwise provided herein. In the event that Telco provides under this contract special service arrangements associated with diversity or other arrangements that do not strictly adhere to GR-905-CORE and PUB L-780023-PB/NB and are of non-compliance to the technical publications or not certified by Telco, the Parties will discuss and mutually acknowledge in advance that the service performance standards need not be met in the provision of the total service.
7. Provisioning. Carrier shall determine the STPs to receive CCS Services from and the arrangements to connect to such STPs, in a diverse, reliable and technically acceptable manner to comply with the standard SS7 protocol, Bellcore GR-905-CORE and the Telco network. When Carrier requests SS7 Facilities from Telco, such SS7 Facilities shall be ordered from Telco's interstate tariff.
8. Wholesale Construction. If Carrier requires a greater degree of diversity than Telco provides in the existing network, a special facility or a special routing of services, Carrier agrees to initiate a Wholesale Construction request and pay additional charges as Telco may reasonably determine, but in no event at charges, or on terms and conditions, less favorable to Carrier than Telco offers to other Telecommunications Carriers at the time of such request.
9. Signaling Point Codes. Both Parties will identify for the other Party the SPC(s) associated with their set of links.
10. Subsystem Numbers. When routing messages are addressed to a Telco Subsystem Number (SSN), Carrier shall use the Telco defined SSN designation.
11. Calling Party Number. Carrier shall transfer Calling Party Number information unchanged, including the "privacy indicator" information, when ISUP Initial Address Messages are interchanged with the Telco signaling network.

12. Accuracy. Carrier shall verify the accuracy of information concerning the services ordered by Carrier.
13. Diversity. The Parties shall designate the level of diversity associated with each others premises and mutually agree on that level of diversity in advance.
14. Annual Forecast. Carrier shall furnish to Telco, at the time the SS7 Service is ordered and at Telco's request thereafter, to the best of their ability, an updated three (3) year forecast of usage of the SS7 Signaling network. The forecast shall include total annual volume and busy hour/ busy month volume. Telco shall utilize the forecast in its own efforts to project further facility requirements. The Parties acknowledge that such forecasts are not binding nor will inaccurate forecasts be considered to constitute a breach of this Agreement.
15. Volume Changes. Carrier shall inform Telco in writing thirty (30) days in advance of any change in Carrier's use of such SS7 Service which alters by ten (10%) percent or more for any thirty (30) day period the volume of signaling transactions by individual SS7 service that are planned by Carrier to be forwarded to Telco's network. The Parties acknowledge that such volume changes are not binding nor will inaccurate forecasts be considered to constitute a breach of this agreement and will be provided to the best of their ability.

Article 5 Technical Requirements

1. Components Connected. An SS7 Network Arrangement shall provide connectivity to components of the Telco SS7 Network, including:
 - a) Telco local or tandem switching systems;
 - b) Telco databases;
 - c) Other third-party local or tandem switching systems, provided Telco is already connected, has an established signaling path, or Carrier is willing to pay for the establishment of, such connections ; and
 - d) STP PCs and alias PCs within the SS7 Network Arrangement.
2. Links. The connectivity provided by SS7 Network Arrangement shall fully support the intraLATA functions of Telco switching systems and databases and Carrier or other third-party switching systems with "A", "B", or "D" Link access to the Telco SS7 Network. Limited support for interLATA functions will be available based upon the existing capabilities of Telco's SS7 Network at the time of any request.

3. When traffic is routed based on dialed or translated digits between ~~an~~ Carrier local switching system and a Telco or other third-party local switching system, either directly or via a Telco tandem switching system, the Telco SS7 Network will convey via an SS7 Network Arrangement the TCAP messages that are necessary to provide intraLATA call management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the Carrier local STPs and Telco or other third-party local switch. Support for interLATA call management services must be formally requested by Carrier and will be limited to existing capabilities of Telco's SS7 Network at the time of such request(s).
4. MTP Functions. An SS7 Network Arrangement shall provide the following functions of the MTP as specified in ANSI T1.111 or Bellcore GR-905-CORE. This includes:
 - a) Signaling Data Link functions, as specified in ANSI T1.111.2 or Bellcore GR-905-CORE;
 - b) Signaling Link functions, as specified in ANSI T1.111.3 or Bellcore GR-905-CORE; and
 - c) Signaling Network Management functions, as specified in ANSI T1.111.4 or Bellcore GR-905-CORE.
5. SCCP Connectionless Class 0 Functions. An SS7 Network Arrangement shall provide functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. In particular, this includes Global Title Translation and SCCP management procedures, as specified in ANSI T1.112.4 or Bellcore GR-1432-CORE. Where the destination SP is a Telco switching system or database, or is another third-party local or tandem switching system directly connected to the Telco SS7 Network, SS7 Network Arrangement shall include final GTT of messages to the destination and SCCP subsystem management of the destination. Where the destination Signaling Point is ~~an~~ Carrier local or tandem switching system, SS7 Network Arrangement shall include intermediate GTT of messages to a gateway pair of Carrier local STPs, and shall not include SCCP subsystem management of the destination.
6. ISDNUP Functions. An SS7 Network Arrangement shall provide functions of the Integrated Services Digital Network User Part ("ISDNUP"), as specified in ANSI T1.113 or Bellcore GR-905-CORE.
7. TCAP Functions. An SS7 Network Arrangement shall provide functions of the TCAP, as specified in ANSI T1.114 or Bellcore GR-1432-CORE.
8. OMAP Functions. If and when Internetwork MTP Routing Verification Test ("MRVT") and SCCP Routing Verification Test ("SRVT") become approved ANSI

standards and available capabilities of the Parties STPs, an SS7 Network Arrangement may include the provision of these OMAP functions.

9. Performance Standards. An SS7 Network Arrangement shall be equal to or better than the following performance requirements:
 - a) MTP Performance, as specified in ANSI T1.111.6 or Bellcore GR-905-CORE;
 - b) SCCP Performance, as specified in ANSI T1.112.5 or Bellcore GR-905-CORE; and
 - c) ISDNUP Performance, as specified in ANSI T1.113.5 or Bellcore GR-905-CORE.

Article 6 Interface Requirements

1. SS7 Network Arrangement Options. Telco shall offer the following SS7 Network Arrangement options to connect Carrier or Carrier-designated local or tandem switching systems or STPs to the Telco SS7 Network :
 - a) "A" Link interface from Carrier switching systems;
 - b) "B" Link interface from Carrier STPs; and
 - c) "D" Link interface from Carrier STPs.
2. Signaling Links. Each Signaling Link shall appear as a DS0 channel within the DS1 or higher rate interface. Telco may offer higher rate DS1 Signaling Links for connecting Carrier local switching systems or STPs with Carrier STPs once these become approved ANSI standards and are available capabilities of Telco STPs.
3. Intraoffice Diversity. Telco's central office(s) shall provide intraoffice diversity between the SPOIs and the Telco STPs, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a Telco STPs.
4. Protocol Interface Requirements. SS7 Network Arrangement shall conform to the following specifications based on the services provided herein,:
 - a) ANSI T1.110-1992 American National Standard Telecommunications - Signaling System Number 7 (SS7) - General Information or Bellcore GR-905-CORE:

- b) ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) or Bellcore GR-905-CORE;
- c) ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement or Bellcore GR-905-CORE;
- d) ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP) or Bellcore GR-905-CORE;
- e) ANSI T1.113-1995 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Integrated Services Digital Network (ISDN) User Part or Bellcore GR-905-CORE;
- f) ANSI T1.114-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Transaction Capabilities Application Part (TCAP) or Bellcore GR-1432-CORE;
- g) ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks or Bellcore GR-905-CORE;
- h) ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP) or Bellcore GR-905-CORE;
- i) Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);
- j) Bellcore GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service;
- k) Bellcore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;
- l) Bellcore GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services;
- m) Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP);

- n) Bellcore GR-145-CORE, Compatibility Information for Interconnection of a Wireless Services Provider and a Local Exchange Carrier Network;
- o) Bellcore GR-246-CORE, Bellcore Specifications of Signaling System Number 7; and
- p) Telco Bell/Nevada Bell Common Channel Signaling Network Interface Specifications, PUB L-780023-PB/NB, PB/NB Supplement to GR-905-CORE.

Article 7

Provisioning

When ordering SS7 Network Arrangements hereunder, Carrier shall order such SS7 Network Arrangements pursuant to Telco's interstate tariff and the following ordering guidelines:

1. SS7 Transport. Carrier shall submit an Access Service Request ("ASR"), to identify the set of Signaling Links Carrier will use and identify the service(s) associated with each SPC. Carrier shall identify Signaling Point Code and Global Title Translation information that must be translated into the Telco STPs.
2. SS7 Facilities. Carrier shall submit an ASR accompanied by a Telco SS7 Activity and Testing form to Telco's Wireless Interexchange Customer Service Center ("ICSC"). Carrier shall identify the Telco STPs, the Carrier premises, the Interconnection Arrangement at the Carrier location and the Carrier Signaling Point. Carrier shall identify Signaling Point Code and Global Title Translation information that must be translated in the Telco STPs.
3. Signaling Point Codes. Carrier will provide Telco with each originating and destination PC to be used by Telco for screening and routing all SS7 signaling messages associated with transport of SS7 signaling messages through Telco STP. Such PCs shall be identified on a per-signaling service basis.
4. Signaling Point Code Addition. Carrier shall submit an ASR. Carrier shall identify the Telco STPs and the Carrier Signaling Point Code information that must be added or changed in the Telco STP translations. If more than one pair of Telco STPs are affected, Carrier shall indicate translation route information.
5. Global Title Translation (GTT) Addition. Carrier shall submit an ASR. Carrier shall identify the Telco Global Title Translation information that must be added, deleted or changed in the Telco STP translations. If more than one pair of Telco STPs are affected, Carrier shall indicate translation route information. Telco will initially provide to Carrier the Telco network topology for each service requested by Carrier such as CLASS and CNAM.

6. Service Rearrangement. SS7 Signaling Service Rearrangements shall be ordered utilizing the standard ASR process, or when required, through submission of a Special Request.

Article 8 **Testing and Acceptance**

Each Party shall conduct Level 2 and Level 3 Compatibility Testing within its network at the "A", "B" and "D" Link levels to ensure network reliability. Carrier and Telco shall work together to conduct testing of the SS7 Network Arrangements.

1. Signaling Services. The Parties shall test Service when routing gateway screening and Global Title tables are populated.
2. SS7 Facilities. The Parties shall conduct Level 1, Level 2, and Level 3 SS7 Facilities testing.

When testing is complete, Carrier shall notify Telco whether it accepts the Services and/or SS7 Facilities.

Article 9 **Trouble Reporting and Maintenance**

Telco provides a Regional Service Center to serve as a single point of contact for Carrier maintenance and trouble reporting. For problems or issues that may arise with respect to SS7 Facilities and SS7 Network Arrangement, Telco will make available to Carrier an Interexchange Carrier Maintenance Center (ICMC) Contact. This contact shall be available on a 24x7x365 basis and can be reached at 1-800-922-7742. Carrier will provide to Telco access to its Network Operations Center (NOC). This contact shall be available on a 24x7x365 basis and can be reached at N-NNN-NNN-NNNN.

Article 10 **Backup SS7 Network Arrangement, Emergency, Disaster Rerouting and Recovery**

To the extent that a SS7 backup system becomes operational in the industry and performs within acceptable industry standards as to reliability and technical performance, the Parties agree that such may be considered for deployment under this Agreement, and they may negotiate an appropriate amendment.

Article 11 Rate Elements

The following rate elements apply to SS7 Network Arrangement. Should Carrier wish to obtain SS7 Facilities, it will order them from Telco's interstate tariff.

1. SS7 Transport. Carrier shall pay an amount equal to the SS7 Transport as provided for in the applicable interstate tariff. Telco presently has no rate listed for this element and thus no charge will be levied for this element until Telco's applicable tariff is updated. At such time as a rate for Incidental InterLATA SS7 Transport becomes effective and is listed in Telco's applicable tariff, Carrier shall pay that rate.
2. SS7 Facilities
 - a) STP Port Termination. Carrier shall pay an amount equal to the STP Port rate element for each termination of the SS7 Link Cross Connect at the Telco STP. One STP Port must be installed at Telco's STP for each SS7 Facility. There are two charges that apply to the STP Port, i.e., a fixed recurring monthly rate per port and a nonrecurring installation charge per port. The STP Port will be ordered and provided pursuant to the terms of the applicable interstate tariff and not pursuant to this Agreement. SS7 Link Cross Connect element is included as part of the STP Port rate element.
 - b) STP Access Link. Carrier shall pay an amount equal to the STP Access Link rate element for each STP Access Link when the STP Access Link is provided. The charge includes a fixed rate per month plus a rate per mile per month. The STP Access Link will be ordered and provided pursuant to the terms of the applicable interstate tariff and not pursuant to this Agreement.
 - c) STP Access Connection. Carrier may obtain STP Access Connections from Telco or provide its own. When Carrier desires to obtain STP Access Connections from Telco, it shall order dedicated network access links from Telco's applicable interstate tariff.
3. Signaling Point Code Addition. Carrier shall pay an amount equal to the Signaling Point Code Addition rate element for the establishment and translation of each applicable CCS network Signaling Point code at a Telco STP. Telco presently has no rate listed for this element and thus no charge will be levied for this element until Telco's applicable interstate tariff is updated. At such time as a rate for Signaling Point Code Additions becomes effective and is listed in Telco's applicable interstate tariff, Carrier shall pay that rate.

4. Global Title Translation ("GTT") Addition. Carrier shall pay an amount equal to the GTT Addition rate element for the establishment of Carrier's global title address, translation type or subsystem information in the Telco STP translations. Telco presently has no rate listed for this element and thus no charge will be levied for this element until Telco's applicable interstate tariff is updated. At such time as a rate for Global Title Translation Additions becomes effective and is listed in Telco's applicable interstate tariff, Carrier shall pay that rate.
5. Service Rearrangement. Carrier shall pay an amount equal to charges for special rearrangement of the SS7 Service which are not specifically addressed pursuant to the Special Request process on an individual case basis ("ICB") pursuant to applicable tariff.

Article 12

Charges and Billing

1. Payment. Subject to section 3.4.3 of this Agreement, Carrier agrees to pay Telco for the Service at an amount equal to the rates and charges set forth in Telco's applicable interstate tariff.
2. Rate Basis. To the extent that tariff rates are adjusted, rates and charges for similar rate elements in this Agreement will be adjusted accordingly on the date the new tariff rates become effective.
3. Mileage. Mileage is calculated on the airline distance between the locations involved, using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff, FCC No. 4.

Article 13

Records

The Parties shall keep adequate records of operations and transactions and will furnish to the other Party such information as may be reasonably required for the administration of SS7 Facilities and SS7 Network Arrangement, including but not limited to (1) provisioning requests, (2) trouble reports, (3) escalation responses, (4) billing information, (5) listing of all signaling PCs and CLLI codes of the Parties, and (6) Translation Type and subsystem utilized by the Parties within their network and specific to a signaling service.

Article 14

Termination Procedures

Termination Procedures. Upon termination of the Appendix – SS7, the Parties shall mutually agree upon a plan of transition for transferring the SS7 Facilities and Service to another SS7 provider or carrier so that service interruptions and any other impact on

Carrier customers is minimized; provided, however, that upon Carrier's request, Telco shall continue to provide SS7 Facilities and Service to Carrier under the terms and conditions of this Agreement while the Parties work together in good faith to negotiate a new agreement for the provision of SS7 Facilities and Service.

Article 15

Reciprocity

To the extent that Telco desires to obtain and use the SS7 Facilities and/or Service described herein (or comparable SS7 facilities and/or services) on Carrier's SS7 Network, Carrier shall provide such facilities and/or services on the same terms and conditions and at the same rates as are provided herein for the provision of Telco's SS7 Facilities and/or Service, with the substitution of Telco for Carrier, and Carrier for Telco.

ATTACHMENT 1

Telco's SS7 Network is a two-level hierarchical network consisting of eleven mated-pairs of Local STPs ("LSTPs") and two mated pairs of Combined (Local and Regional) L/R STPs. They are equipped to support ISDNUP signaling.

TELCO STPS

STP CLLI	STP Point Code	Location	Mate	Local Regional
ANHMCA0100W	251-105-000	Anaheim 100	Gardena	L/R
ANHMCA0101W	251-107-000	Anaheim 101	Irvine	L
BKFDCA1100W	251-019-000	Bakersfield	Bakersfield 14	L
BKFDCA1400W	251-020-000	Bakersfield	Bakersfield 11	L
CHICCA0100W	251-010-000	Chico	Redding	L
CLVSCA1100W	251-016-000	Clovis	Fresno	L
ESCNCA0100W	251-110-000	Escondido	San Diego	L
FROKCA1100W	251-014-000	Fair Oaks	Sacramento	L
FRSNCA0100W	251-016-000	Fresno	Clovis	L
GRDNCA0200W	251-102-000	Gardena	Anaheim 100	L/R
IRVNCA1100W	251-108-000	Irvine	Anaheim 101	L
LSANCA0300W	251-101-000	Los Angeles	Sherman Oaks	L
MDSTCA0200W	251-026-000	Modesto	Stockton	L
MTRYCA0100W	251-023-000	Monterey	Salinas	L
OKLDCA0300W	251-001-000	Oakland	San Francisco	L
PSRBCA0100W	251-029-000	Paso Robles	San Luis Obispo	L
RDNGCA0200W	251-011-000	Redding	Chico	L
SCRMCA0100W	251-013-000	Sacramento	Fair Oaks	L
SHOKCA0200W	251-104-000	Sherman Oaks	Los Angeles	L
SKTNCA0100W	251-025-000	Stockton	Modesto	L
SLNSCA0100W	251-022-000	Salinas	Monterey	L
SNDGCA0200W	251-111-000	San Diego	Escondido	L
SNFCCA2100W	251-002-000	San Francisco	Oakland	L

**TELCO STPS
(Continued)**

STP CLLI	STP Point Code	Location	Mate	Local Regional
SNLOCA0100W	251-028-000	San Luis Obispo	Paso Robles	L
SNTCCA0100W	251-004-000	Santa Clara	Walnut Creek	L/R
WNCKCA1100W	251-005-000	Walnut Creek	Santa Clara	L/R