

**AGREEMENT FOR INTERCONNECTION  
AND RECIPROCAL COMPENSATION**

**by and between**

**CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS**

**and**

**SOUTHWESTERN BELL TELEPHONE COMPANY**

**OKLAHOMA**

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**AGREEMENT FOR INTERCONNECTION  
AND RECIPROCAL COMPENSATION**

This Agreement, entered into this 12<sup>th</sup> day April, 2002, is by and between Southwestern Bell Telephone Company, a **Delaware corporation**, **hereinafter referred to as "Telco"**, and Celco Partnership d/b/a Verizon Wireless with its principal place of business at 180 Washington Valley Road, Bedminster, NJ 07921 ("Carrier") (collectively, the "Parties").

**WHEREAS**, SWBT is a Local Exchange Carrier in the State of Oklahoma:

**WHEREAS**, Carrier is a Commercial Mobile Radio Service provider operating within the state of Oklahoma and, specifically, the Major Trading Areas set forth in Appendix MTA;

**WHEREAS**, the Parties desire to enter into an agreement for the interconnection of their networks and reciprocal compensation for the termination of Local Traffic (as defined below) between their respective networks pursuant to the Telecommunications Act of 1996 (the "Act"), and any other applicable federal or state laws;

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

## 1. DEFINITIONS

Definitions of the terms used in this Agreement are listed below: The Parties agree that certain terms may be defined elsewhere in this Agreement, as well. Terms not defined shall be construed in accordance with their customary meaning in the telecommunications industry as of the effective date of this Agreement, which shall be the date upon which this Agreement is signed by both parties ("the Effective Date").

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

"Calling Party Number" or "CPN" is a feature of signaling system 7 ("SS7") protocol whereby the 10 digit number of the calling party is forwarded from the end office.

"Carrier" has the meaning set forth in the preamble.

"Cell Site" means the location of fixed radio transmitting and receiving facilities associated with the origination and termination of wireless traffic to a wireless end user and may be used as a point of interconnection to the landline network.

"Collocation" has the meanings given to the term in the Act, applicable rules of the FCC and Commission, and the Commission's arbitration awards.

"Commercial Mobile Radio Service" or "CMRS" has the meaning given to the term in the Act.

"Commission" or "PUC" or "PSC" means the state administrative agency to which the United States Congress or state legislature has delegated authority to regulate the operations of Local Exchange Carriers ("LECs") as defined in the Act.

"Common Channel Signaling" or "CCS" means a special network, fully separate from the transmission path of the public switched network, that digitally transmits call set-up and network control data.

"Connecting Facilities" means dedicated facilities provided either under this Agreement or separate contract used to connect Carrier's network and SWBT's network for the purposes of interchanging traffic.

"Conversation Time" means the time (in full second increments) that both Parties' equipment is used for a call, measured from the receipt of answer supervision to disconnect supervision.

"Customer" means, whether or not capitalized, any business, residential or governmental customer of services covered by the Agreement, and includes the term "End User". More specific meanings of either of such terms are dependent upon the context in which they appear in the Agreement and the provisions of the Act.

"End Office" means a local SWBT switching point where SWBT exchange service customer station loops are terminated for purposes of interconnection to each other and to the network.

"End User" means, whether or not capitalized, any business, residential or governmental customer of services covered by the Agreement and includes the term "Customer". More specific meanings of either of such terms are dependent upon the context in which they appear in the Agreement and the provisions of the Act.

"Exchange Access" has the meaning given the term in the Act.

"FCC" means the Federal Communications Commission.

"Incumbent Local Exchange Carrier" has the meaning given the term in the Act.

"Interconnection" has the meaning given the term in the Act and refers to the connection of separate pieces of equipment, facilities, or platforms between or within networks for the purposes of transmission and routing to Telephone Exchange Service traffic and Exchange Access traffic.

"Interexchange Carrier" or "IXC" means a carrier other than a CMRS provider or a LEC that provides, directly or indirectly, interLATA and/or intraLATA for-hire telecommunications service.

"InterLATA" has the meaning given the term in the Act.

"InterMTA Traffic" means all calls which originate in one MTA and terminate in another MTA.

"IntraLATA Toll Traffic" means all IntraLATA calls other than Local Traffic.

"Local Access and Transport Area" or 'LATA" has the meaning given to the term in the Act.

"Local Exchange Carrier" or "LEC" has the meaning given to the term in the Act.

"Local Service Provider" means a carrier licensed by the Commission with the appropriate certification (e.g., in Texas, a Certificate of Authorization or Service Provider Certificate of Authorization).

"Local Traffic" for the purpose of reciprocal compensation means telecommunications traffic between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the same Major Trading Area ("MTA"), as defined in 47 CFR Section 24.202(A).

"Mobile Switching Center" or "MSC" means a Carrier's facilities and related equipment used to route, transport and switch wireless calls to and from the public switched telephone network.

"Major Trading Area" or "MTA" has the meaning given to the term in 47 CFR Section 24.202(A).

"NXX", "NXX Code", "Central Office Code", or "CO Code" is the 3-digit switch 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 telephone numbers.

"Party" means either SWBT or Carrier, and "Parties" means SWBT and Carrier.

"Reciprocal Compensation" means the arrangement between two carriers in which each of the two carriers receives symmetrical compensation from the other carrier for the transport and termination on each carrier's network of Local Traffic that originates on the network of the other carrier.

"Signaling System 7" or "SS7" means a signaling protocol used by the CCS network.

"Signaling Transfer Point" or "STP" means the point where a party interconnects, either directly or through facilities provided by SWBT, or a Third Party Provider, with the CCS/SS7 network.

"SWBT" has the meaning set forth in the preamble.

"Synchronous Optical Network" or "SONET" means an optical interface standard that allows inter-networking of transmission products from multiple vendors.

"Tandem" means the following:

"Access Tandem" means a switching system that provides a concentration and distribution function for originating or terminating traffic between end offices, other tandems and Third Party Providers. '

"Wireless Tandem" means a switching system that provides a concentration and distribution function for originating and terminating traffic between the wireless MSCs and the landline network and has the software necessary to provide wireless interconnection services.

"Telecommunications" and "Telecommunications Carrier" have the meanings given to those terms in the Act.

"Termination" means the switching of Local Traffic by the terminating carrier and delivery of such traffic to the called party.

"Territory" means the five states of Texas, Missouri, Kansas, Arkansas and Oklahoma in which SWBT was originally given the ability to operate its business following divestiture.

"Third Party Provider" shall mean any other facilities-based telecommunications carrier, including, without limitation, interexchange carriers, independent telephone companies, competitive local exchange carriers, or CMRS providers. The term shall not mean resellers of a LEC's local exchange services or resellers of a CMRS provider's services.

"Transiting Traffic" means intermediate transport and switching of traffic between two parties, one of which is not a Party to this Agreement, carried by a Party that neither originates nor terminates that traffic on its network while acting as an intermediary.

"Transport" means the transmission (not including tandem switching) of Local Traffic subject to Section 251(b)(5) of the Act from the interconnection point between two carriers to the terminating carrier's end office switch that directly serves the called party, or equivalent facility provided by a Third Party Provider.

"Trunk Group" means a set of trunks of common routing, origin and destinations, and which serve a like purpose or function.

"Trunk Side" means a Party's connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity, for example another SWBT or Carrier switch. Trunk Side connections offer those transmission and signaling features appropriate for the connections of switching entities.

"V and H Coordinates Method" means the computing of airline miles between two points utilizing an established formula which is based on the vertical and horizontal coordinates of the two points used in the rating of calls.

"Wireless Calls" for the application of reciprocal compensation, means all calls originating from or terminating to Carrier's network.

## 2 INTERCONNECTION

This Section 2 describes the network architecture with which the Parties to this Agreement may interconnect their respective networks for the transmission and routing of Telephone Exchange Service and Exchange Access as required by Section 251(c)(2) of the Act.

### 2.1 Interconnection Facilities

- 2.1.1 Type 1: Facilities which provide a trunk side connection (line side treatment) between a SWBT end office and Carrier's Mobile Switching Center ("MSC") within that end office boundary. Type 1 facilities provide the capability to access all SWBT end offices within the LATA and Third Party Providers.
- 2.1.2 Type 2A: Facilities which provide a trunk side connection between Carrier's MSC and a SWBT Wireless Tandem. Type 2A facilities provide the capability to access all SWBT end offices within the LATA and Third Party Providers, excluding IXCs.
- 2.1.3 Type 2B: One-way facilities which provide a trunk side connection from a Carrier's MSC to a SWBT end office. Type 2B facilities provide the capability to access only subscribers served by that end office.
- 2.1.4 Type S: Facilities provisioned to provide out of band signaling between SWBT STPs and Carrier MSCs or STPs.
- 2.1.5 Equal Access Facilities: One-way facilities which provide a trunk side connection between Carrier's MSC and a SWBT Access Tandem. Equal Access Trunks provide the capability to pass interexchange traffic to IXCs.
- 2.1.6 Miscellaneous Facilities: Facilities which provide the transmission and routing of various types of traffic, such as 800/888 traffic, 911/E911 traffic, Operator Services traffic, and Directory Assistance traffic.
- 2.1.7 Additional POPs: Carrier may develop additional Points of Presence (POP) other than the actual location of their MSC through the use of either SWBT's Special Access facilities, their own facilities, or facilities of a third party.
- 2.1.8 Forecasts and Changes: Carrier shall provide SWBT with an annual forecast of intended mobile to land usage for each point of interconnection. The Parties agree to work cooperatively to determine the number of trunks needed to handle the estimated traffic. Type 1 and Type 2A facilities may be either one-way or two-way when both Parties agree to share the facility; Type 2B facilities are restricted to one-way mobile to land. For one-way or two-way facilities, terms, conditions, recurring and nonrecurring charges will apply as specified in Section 7 of the applicable interstate or

intrastate Special Access Tariffs. When both Parties agree to utilize two-way facilities, charges will be shared by the Parties on a proportional (percentage) basis as specified in Appendix Pricing (Wireless). The Parties shall review actual billed minutes accrued on shared two-way facilities and modify, six (6) months from the Effective Date of this Agreement and every six (6) months thereafter, the percentages specified in Appendix Pricing (Wireless).

## **2.2 Facility Location**

### **2.2.1 Technical Feasibility**

As required by Section 251 of the Act, Carrier may interconnect with SWBT's network at any technically feasible point.

### **2.2.2 Per LATA Requirement**

Carrier acknowledges that SWBT is restricted in its ability to pass traffic from one LATA to another under the Act. As a result, Carrier agrees to interconnect to at least one SWBT facility in each LATA in which it desires to pass traffic to SWBT for transport and termination within such LATA. This requirement shall remain in effect until SWBT, in its reasonable judgment, notifies Carrier in writing that it is no longer subject to InterLATA restrictions in its Territory.

### **2.2.3 Incumbent LEC Requirement**

The Parties acknowledge that the terms and conditions specified in this Agreement do not apply to the provision of services or facilities by SWBT in those areas where SWBT is not the incumbent LEC.

## **2.3 Additional Interconnection Methods Available to Carrier**

2.3.1 Carrier may provide its own facilities and transport for the delivery of traffic from its MSC (or other mutually agreed upon point on Carrier's network) to the interconnection point on SWBT's network. Alternatively, Carrier may purchase an entrance facility and transport from a third party or from SWBT for the delivery of such traffic. Rates for entrance facilities and transport purchased from SWBT are specified in Section 7 of the applicable interstate or intrastate Special Access Tariffs.

2.3.2 Carrier may request virtual collocation from SWBT at the rates, terms and conditions specified in FCC Tariff No. 73, Section 25, and physical collocation as specified in an applicable tariff (or in the absence of an applicable tariff, on an individual case basis).

Alternatively, Carrier may collocate at a SWBT facility with a third party with whom SWBT has already contracted for collocation. When Carrier collocates at a SWBT facility, it shall provide for the transport of traffic from its network to the appropriate interconnection point on SWBT's network pursuant to section 2.3.1 above. SWBT shall provide collocation space to Carrier only for equipment used for the purposes of interconnecting to SWBT's network. If Carrier causes SWBT to build a collocation cage and then Carrier does not use the facility (or all the facility), Carrier shall reimburse SWBT as if Carrier was using the entire facility.

- 2.3.3 Carrier may obtain SONET Based Interconnection ("SBI") pursuant to SWBT's tariff terms and conditions in FCC No. Tariff 73, Section. 30.
- 2.3.4 Carrier and SWBT may share SWBT's interconnection facilities at the rates specified in Section 7 of the applicable interstate or intrastate Special Access Tariffs. Charges will be shared by the Parties based on their proportional (percentage) use of such facilities as specified in Appendix Pricing (Wireless).

#### **2.4 Interconnection Methods Available to SWBT**

- 2.4.1 SWBT may provide its own facilities and transport for the delivery of traffic from its point of interconnection to the interconnection point on Carrier's network. Alternatively, SWBT may purchase an entrance facility and transport from a third party or from Carrier for the delivery of such traffic. Rates for entrance facilities and transport purchased from Carrier shall be the same as comparable SWBT tariffed rates.
- 2.4.2 SWBT may request virtual or physical collocation from Carrier at the rates, terms and conditions mutually agreed upon by the Parties. Alternatively, SWBT may collocate at a Carrier facility with a third party with whom Carrier has already contracted for collocation. When SWBT collocates at a Carrier facility, it shall provide for the transport of traffic from its network to the appropriate interconnection point on Carrier's network pursuant to section 2.4.1 above.
- 2.4.3 SWBT may request SONET Based Interconnection ("SBI") pursuant to terms and conditions mutually agreed upon by the Parties.
- 2.4.4 Carrier and SWBT may share Carrier's interconnection facilities at the rates specified in Appendix Pricing (Wireless). Charges will be shared by the Parties based on a proportional (percentage) basis as specified in Appendix Pricing (Wireless).

#### **2.5 Technical Requirements and Standards**

- 2.5.1 Each Party will provide the services in this Agreement to the other Party at a standard at least equal in quality and performance to that which the Party provides itself. Each

Party may request, and the other Party will provide, to the extent technically feasible, services that are superior or lessor in quality than the providing Party provides to itself, provided, however, that such services shall be considered Special Requests.

2.5.2 Nothing in this Agreement will limit either Party's ability to modify its network, including, without limitation, the incorporation of new equipment, new software, or otherwise. Each Party will provide the other Party written notice of any such modifications to its network which will materially impact the other Party's service consistent with the timelines established by the FCC in the Second Report and Order, CC Docket 96-98.

### **3. TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE PURSUANT TO SECTION 251 (C)(2)**

This Section 3 provides the terms and conditions for the exchange of traffic between the Parties' respective networks for the transmission and routing by the Parties of Local Traffic, and Transiting Traffic.

#### **3.1 Basic Terms**

##### **3.1.1 Mobile to Land Traffic**

3.1.1.1 Carrier shall be responsible for the delivery of traffic from its network to SWBT's network for the transport and termination of such traffic by SWBT to a SWBT end user for delivery by SWBT to a Third Party Provider.

3.1.1.2 Unless Carrier elects to provision its own facilities under section 2.3, SWBT shall provide the physical plant facilities that interconnect Carrier's network with SWBT's network. SWBT shall provision mobile to land connecting facilities for Carrier under the terms and conditions specified in Section 7 of the applicable interstate or intrastate Special Access Tariffs.

##### **3.1.2 Land to Mobile Traffic**

3.1.2.1 SWBT shall be responsible for the delivery of traffic from its network to the appropriate point of interconnection (within the serving wire center boundary of the end office in which the tandem, providing Type 2A Interconnection is located, or within the serving wire center boundary of the end office providing Type 1 Interconnection) on its network for the transport and termination of such traffic by Carrier to the handset of a Carrier end user.

3.1.2.2 Unless SWBT elects to have Carrier or a third party provision facilities under section 2.4, SWBT shall provide the physical plant facilities that interconnect SWBT's point of interconnection with Carrier's point of interconnection.

SWBT shall be responsible for the physical plant facility from its network to the appropriate point of interconnection within the serving wire center boundary of the end office in which the tandem, providing Type 2A Interconnection, is located, or within the serving wire center boundary of the end office providing Type 1 Interconnection on its network.

### 3.1.3 Traffic To Third Party Providers

Carrier and SWBT shall compensate each other for traffic that transits their respective systems to any Third Party Provider, as specified in Appendix Pricing (Wireless). The Parties agree to enter into their own agreements with Third Party Providers. SWBT agrees that it will not block traffic involving Third Party Providers with whom Carrier has not reached agreement. In the event that Carrier does send traffic through SWBT's network to a Third Party Provider with whom Carrier does not have a traffic interchange agreement, then Carrier agrees to indemnify SWBT for such traffic pursuant to Section 10 of this Contract.

## 3.2 Reciprocal Compensation

### 3.2.1 Rates

The Parties shall provide each other symmetrical, Reciprocal Compensation for the transport and termination of Local Traffic at the rates specified in Appendix Pricing (Wireless). SWBT shall compensate Carrier for the transport and termination of Local Traffic originating on SWBT's network; Carrier shall compensate SWBT for the transport and termination of Local Traffic originating on Carrier's network. Compensation shall vary based on the method of interconnection used by the Parties, as specified in Appendix Pricing (Wireless).. Additional charges may also apply (on a non-symmetrical, non-reciprocal basis) as provided for in this Agreement. The Parties acknowledge that the rates set forth in Appendix Pricing (Wireless) may be revised in accordance with Section 14 ("Intervening Law").

### 3.2.2 [This section was intentionally omitted]

### 3.2.3 Measuring Calls as Local Traffic

In order to measure whether traffic is Local Traffic for purposes of calculating Reciprocal Compensation, the Parties agree as follows. For SWBT, the origination or termination point of a call shall be the end office which serves, respectively, the calling or called party. For Carrier, the origination or termination point of a call shall be the cell site/base station which serves, respectively, the calling or called party at the time the call begins.

### 3.2.4 Exclusions

Under this Agreement, compensation for Local Traffic as described above shall not apply to any other traffic or services, including without limitation non-CMRS Traffic, Transiting Traffic; traffic which neither originates nor terminates on Carrier's network; Toll-free-calls, Information Services traffic and Paging Traffic.

### 3.2.5 Conversation Time

For purposes of billing compensation for the interchange of Local Traffic, billed minutes will be based upon conversation time. Conversation time will be determined from actual usage recordings. Conversation time begins when the terminating Party's network receives answer supervision and ends when the terminating Party's network receives disconnect supervision.

## 3.3 Additional Compensation

In addition to any other charges specified in this Agreement, the following charges may be applicable as specified in this Agreement at the rates listed in Appendix Pricing (Wireless). Charges listed are in addition to, not exclusive of, any other charges that may be applicable under this Agreement.

- 3.3.1 Transiting Charge: Each Party shall compensate the other Party for traffic which transits the other Party's network destined to a Third Party Provider at rates specified in Appendix Pricing (Wireless). Telco's Transiting Service rate is only applicable when calls do not originate with (or terminate to) Telco's Customer. The rates that Telco shall charge for Transiting Service are outlined in Appendix Pricing (Wireless).
- 3.3.2 Facilities Charges: Each Party shall compensate the other (not on a reciprocal, symmetrical basis) for the use of the providing Party's facilities between Carrier and SWBT points of interconnection, in either direction, as the case may be.
- 3.3.3 Special Requests: All requests for (i) services covered by this Agreement for which facilities do not exist, (ii) facilities, equipment or technologies not in the providing Party's sole discretion, necessary to fulfill a request under this Agreement, and (iii) services not specifically enumerated in this Agreement, shall be handled as a Special Request, as described in Section 6.1.2.2. Special Requests under (ii) may include, without limitation, requests for fiber, microwave, alternate routing, redundant facilities and other non-standard facilities or services.
- 3.3.4 ISP Traffic: The Parties agree that ISP traffic between them, if any, is presently de minimis; however, should intercarrier ISP traffic become greater than de minimis, it will be treated for compensation purposes at the same rate and rate structure as Local

Calls. No additional or separate measurement or tracking of ISP bound traffic shall be necessary.

### 3.4 Transiting Service

- 3.4.1 Description. Transiting Service will be provided by Telco. Telco's Transiting Service allows Carrier to send traffic to a third party network through Telco's Tandem Switch and to receive traffic from a third party network through Telco's Tandem Switch. A Transiting Service rate applies to all Conversation MOUs between Carrier's network and a third party's network that transits Telco's network. Carrier is responsible for payment of the appropriate Telco Transiting Service rates for Transit Traffic originating on Carrier's network and delivered to Telco for termination to a third party network, unless otherwise specified. The Transiting Service rate is only applicable when Carrier originated calls do not terminate on Telco Network. The rate that Telco shall charge for Transiting Service is outlined in Appendix – Pricing (Wireless). Carrier shall deliver traffic to be handled by Telco's Transiting Service to Telco's Tandem Switch(es).
- 3.4.2 Billing. Each Party shall separately list on its bill to the other Party for reciprocal compensation the Conversation MOUs representing Transit Traffic. If Carrier does not record and identify the actual amount of Transit Traffic delivered to it through Telco's Transiting Service, then Carrier shall deduct from the amount of total Conversation MOUs on its bill to Telco for reciprocal compensation a percentage that is equal to the percentage on Telco's bill for the same time period that Transit Traffic minutes bear to the total billed Conversation MOUs. This adjustment will account for Transit Traffic delivered to Carrier by Telco Non-Transit Traffic. Carrier shall not route over the Interconnection Trunks provided herein terminating traffic from a third party IXC destined for an End Office Switch in Telco's Network. Carrier shall not deliver traffic to Telco under this Agreement from a non-CMRS Telecommunications Carrier Direct Connect. Where Telco has in place direct Interconnection Trunks employing Type 2A interface to a Carrier MSC, Telco shall use reasonable efforts not to, but may deliver calls destined to terminate at that Carrier MSC via another Telecommunications Carrier's Tandem Switch.
- 3.4.3 Third Party Arrangements. Carrier shall establish billing arrangements directly with any third party Telecommunications Carriers to which it may send traffic by means of Telco's Transiting Service. 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 will 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 traffic, and for any billing and collection

costs, and attorneys' fees related to those termination charges. In the event of any such proceeding, Telco agrees to allow Carrier to participate as a party.

- 3.4.4 Indirect Termination. If either Party originates traffic destined for termination to the other Party, but delivers that traffic to the other Party through another Telecommunications Carrier, the terminating Party shall be entitled to charge transport and termination rates as set forth in Appendix – Pricing (Wireless) to the originating party. The originating Party shall also be responsible for paying any Transiting Service charges, if any, charged by the other Telecommunications Carrier. Carrier shall not charge Telco when Telco provides Transiting Service for calls terminated to Carrier. Neither shall Carrier default bill Telco when Telco provides Transiting Service for unidentified traffic terminating to Carrier, unless otherwise provided for in this Agreement.
- 3.4.5 Toll Pool/Designated Carrier. Notwithstanding anything contained herein to the contrary, when Telco is the primary toll carrier for an independent LEC in the State and such independent LEC originates a call that terminates on Carrier's network, Carrier will bill, and Telco will pay, compensation to Carrier for toll traffic originating from such independent LEC and terminating on Carrier's network as though the traffic originated on Telco's network.

### **3.5 Signaling**

SWBT will provide at Carrier's request Signaling System 7 ("SS7") in order to allow out of band signaling in conjunction with the exchange of traffic between the Parties' respective networks. When SWBT provides SS7 services directly to Carrier, SWBT shall provide such services at the rates provided in Appendix Pricing (Wireless). This rate is for the use of SWBT's STP in the provisioning of mobile to land traffic. Charges for STP Access Links and Port Terminations used to connect Carrier's STP and SWBT's STP shall be as specified in Appendix Pricing (Wireless). See Appendix Pricing (Wireless) for all applicable rates and charges for access to SWBT SS7 signaling network.

## **4. TRANSMISSION AND ROUTING OF EXCHANGE ACCESS SERVICE PURSUANT TO SECTION 251(C)(2)**

This Section 4 provides the terms and conditions for the exchange of traffic between Carrier's network and SWBT's network for switched access to IXCs, thus if Carrier so chooses enabling Carrier end users to access IXCs for the transmission and routing of InterMTA and InterLATA calls.

### **4.1 General**

- 4.1.1 Carrier may order Equal Access Trunks in order to provide for access to IXC through SWBT's network. Equal Access Trunks shall be used solely for the transmission and

routing of Exchange Access to allow Carrier's end users to access IXCs, and shall not be used by Carrier for any other purpose.

4.1.2 If Carrier orders equal access trunks from SWBT, for as long as SWBT may reasonably require, Carrier shall provide SWBT the appropriate call data to allow SWBT to bill IXCs for Originating Access (as defined below). Such data shall be provided in a form mutually agreed to by the Parties. SWBT shall notify Carrier in writing when it no longer requires Carrier to provide such data.

## 4.2 Access Charges

### 4.2.1 When Applicable

Carrier shall pay SWBT Switched Access charges (including Carrier Common Line, Local Switching and Transport) for any and all traffic which crosses an MTA boundary (as defined by the cell site/base station at which the call originates or terminates and the SWBT end user's serving wire center at which the call originates or terminates). Switched Access charges are specified in Appendix Pricing (Wireless) paragraph 4 as interMTA Traffic.

Both Parties recognize that legislative and regulatory activities may impact the rates, terms and conditions associated with interstate Switched Access services. The Parties agree that any rate changes associated with interstate Switched Access services will flow through to the interMTA rates specified in Appendix Pricing (Wireless) as stated in Section 14 of this Agreement.

### 4.2.2 InterMTA Traffic

For the interchange of interMTA traffic (i.e., for traffic that originates in one MTA and terminates in another), rates shall apply as follows:

4.2.2.1 For mobile to land interMTA traffic, Carrier shall pay SWBT the interMTA rates specified in Appendix Pricing (Wireless). The Parties agree that any rate changes associated with interstate switched access services will flow through to the interMTA rates specified in Appendix Pricing (Wireless).

### 4.2.3 InterMTA Factor

The Parties have agreed upon the interMTA factor specified in Appendix Pricing (Wireless), which represents the percent of total minutes to be billed interstate access charges. Carrier represents that the factor is based on a reasonable traffic analysis. Six months after the effective date of this Agreement, and every 6 months thereafter, Carrier shall conduct a reasonable traffic study (available to SWBT on request) to ensure the Parties are using an accurate interMTA factor.

#### 4.3 IXC Traffic

- 4.3.1 Carrier may send traffic to IXCs via Type 2A interface utilizing FGD protocol.
- 4.3.2 If traffic is handed from Telco directly to an IXC, from Carrier directly to an IXC, from Carrier to an IXC via Trunks with Type 2A interfaces, or from an IXC directly to Telco, access charges shall not apply to Carrier.
- 4.3.3 When used in the Carrier to Telco direction, Trunks employing a Type 2A interface may be provided to a Telco Tandem Switch to transport calls from Carrier's premises to an IXC's Switched Access Services Feature Group D service at the same Tandem Switch.
- 4.3.4 As of the Effective Date hereof, the Parties cannot accurately measure the amount of Carrier-to-Telco InterMTA traffic delivered by Carrier to Telco through the Trunks provided for herein. Accordingly, for purposes of this Agreement, the Parties agree that seven percent (7%) of the Carrier-to-Telco traffic delivered by Carrier to Telco through the Trunks provided for herein shall be deemed InterMTA traffic. No amount of Telco-to-Carrier traffic shall be deemed InterMTA traffic. Notwithstanding the foregoing, should either Party provide to the other Party State-specific, Carrier-specific network engineering information, a State-specific, Carrier-specific InterMTA Traffic study, and/or other support in complete and appropriate form (determined in good faith) ("InterMTA Traffic Information"), the Parties shall use such InterMTA Traffic Information to negotiate in good faith a mutually acceptable percentage of Carrier-to-Telco traffic delivered by Carrier to Telco that is deemed InterMTA traffic. If such InterMTA Traffic Information is provided within ninety (90) days after this Agreement is executed by duly authorized representatives of both Parties, then any revised percentage of Carrier-to-Telco traffic deemed InterMTA traffic, which is derived using such InterMTA Traffic Information, shall be effective as of the date such InterMTA Traffic Information was provided to the other Party, but no earlier than the Effective Date of this Agreement; otherwise, such revised percentage of Carrier-to-Telco traffic deemed InterMTA traffic, which is derived using such InterMTA Traffic Information, shall be effective as of the date such InterMTA Traffic Information was provided in complete and appropriate form (determined in good faith) to the other Party. Any revised percentage of Carrier-to-Telco traffic deemed InterMTA traffic that becomes effective during the Initial Term of this Agreement will remain in effect during the Initial Term hereof. After the expiration of the Initial Term, the percentage of Carrier-to-Telco traffic deemed InterMTA traffic during the Initial Term shall remain in effect thereafter until either Party provides new InterMTA Traffic Information to the other Party. In such case, the Parties shall use the new InterMTA Traffic Information to renegotiate in good faith a new revised percentage of Carrier-to-Telco deemed InterMTA Traffic. Renegotiation of the percentage of Carrier-to-Telco traffic deemed

InterMTA traffic after the Initial Term shall occur no more frequently than once every twenty-four (24) months.

## 5. TRANSMISSION AND ROUTING OF OTHER TYPES OF TRAFFIC

This Section 5 provides the terms for the exchange of 800/888 traffic, 911/E911 traffic, and Directory Assistance traffic from an end user on Carrier's network to SWBT's network.

### 5.1 800/888 Traffic

- 5.1.1 Carrier may order from SWBT Miscellaneous Facilities in order to deliver 800/888 Traffic from a Carrier end user to SWBT's network. Such Miscellaneous Facilities shall be used solely for the transmission and routing of 800/888 traffic to allow Carrier's end users to send calls to SWBT for completion to IXCs, LECs other than SWBT, or SWBT.
- 5.1.2 Charges for Miscellaneous Facilities are specified in Section 7 of the applicable interstate or intrastate Special Access Tariffs. Additional charges for services provided on Miscellaneous Facilities may also apply, including, without limitations charges for directory assistance services and transport as well as other operator services.

### 5.2 E911/911 Traffic

With respect to all matters relating to E911/911 traffic, the Parties shall: (i) continue to handle such services as they do today-and (ii) work together to meet any and all applicable requirements mandated under law, including tariffs, and rules and regulations of the FCC. The Parties acknowledge and agree that as applicable requirements are met and implemented, additional charges for E911/911 traffic may apply and shall in no way delay implementation of such requirements.

### 5.3 Directory Assistance

#### 5.3.1 Directory Assistance Service

- 5.3.1.1 SWBT may provide Directory Assistance ("DA") service from directory assistance locations to Carrier's premises. SWBT DA service is provided when Carrier's customers reach a SWBT DA position.
- 5.3.1.2 DA calls will be completed over Type 1 end office connections for NPAs served within the LATA. For NPA 555-1212 calls, Carrier may pass those to IXC over equal access facilities. DA calls may also be routed over Miscellaneous Facilities through a SWBT end office to SWBT's TOPS tandem.

5.3.1.3 Carrier may combine DA calls over existing Type 1 connecting circuits or may complete DA calls over a Miscellaneous Facility Group.

5.3.1.4 Rates listed in Appendix Pricing (Wireless) shall apply.

### 5.3.2 DA Call Completion

#### 5.3.2.1 General

5.3.2.1.1 DA Call Completion ("DACC") is a service that provides Carrier's customers the option of having their local or IntraLATA calls completed when requesting a telephone listing from a SWBT DA operator.

5.3.2.1.2 DACC is available when Carrier has elected to receive the service and has ordered the required dedicated operator service circuits to each of the DA locations within the LATA. DACC, when billed to Carrier, is only available on a fully automated basis.

5.3.2.1.3 In addition to the appropriate charges for DA and DACC, terminating usage charges, rated as Type 2A service, apply for all calls completed using DACC.

5.3.2.1.4 DACC is available under two billing applications, specified in the next sections: multiple rate option and single rate option.

#### 5.3.2.2 Multiple Rate Option

5.3.2.2.1 Under the multiple rate option, Carrier is billed individually for DA and DACC when provided.

5.3.2.2.2 If Carrier chooses the multiple rate option, a ten digit Automatic Number Identification ("ANI") field following the called number is required from Carrier as prescribed in SWBT publication DACC Technical Requirements for Cellular Providers.

5.3.2.2.3 Carrier has the option of providing customer specific ANI for the purpose of directly billing for DACC or providing Carrier's billing number in the ANI field.

#### 5.3.2.3 Single Rate Option

With a single rate option, Carrier is charged a single fixed rate for the DA and DACC portion of a DA call. This rate applies for all DA calls including those calls where DACC was not requested by Carrier's customer.

#### 5.3.2.4 Call Branding

5.3.2.4.1 The procedure of identifying a provider's name audibly and distinctly to the End User at the beginning of each DA Services call.

5.3.2.4.2 Where technically feasible and/or available, SWBT will brand DA in Carrier's name based upon the criteria outlined below:

5.3.2.4.3 Where SWBT provides Carrier Operator Services (OS) and DA services via the same trunk, both the OS and DA calls will be branded with the same brand. Where SWBT is only providing DA service on behalf of the Carrier, the calls will be branded.

5.3.2.4.4 Carrier name used in branding calls may be subject to Commission regulations and should match the name in which Carrier is doing business.

5.3.2.4.5 SWBT - Carrier will provide written specifications of its company name to be used by SWBT to create the Carrier's specific branding announcement for its DA calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).

##### Branding Load Charges:

5.3.2.4.6 SWBT - An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of Carrier specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement. In addition, a per call charge applies for every DA call handled by SWBT on behalf of Carrier when such services are provided in conjunction with the purchase of SWBT unbundled local switching.

## 5.3.2.5

## Manner of Provisioning

5.3.2.5.1      Operator Service Circuits: When Carrier requests DACC service, both DA and DACC services are provided over a dedicated trunk group from each Carrier MSC to the SWBT DA switch in the LATA.

5.3.2.5.2      Billing Information Tape: When Carrier chooses the multiple rate option, billing information tapes ("BIT") will be automatically provided on a daily basis detailing the call information associated with ANI provided by Carrier. Carrier has the option of receiving the call information via a data circuit as detailed in section 5.3.2.4.3. The charge for BIT is listed in Appendix Pricing (Wireless).

5.3.2.5.3      Electronic Data Transmission: Electronic DATA Transmission ("EDT") provides Carrier the option of receiving detailed call information via a data circuit instead of the daily BIT. The EDT data circuit is established between SWBT's data center and Carrier's premises of choice. The type EDT data circuit required is dependent upon the volume of billing information and the type terminating equipment provided by Carrier at its premises. While there is no charge for EDT, Carrier is responsible for the data circuit charges.

## 5.3.2.6

## Rate Regulations

5.3.2.6.1      Terminating usage charges as found in Appendix Pricing (Wireless), will apply for the duration of a call, and in addition to the DA and DACC rates, for any call completed using DACC.

5.3.2.6.2      Under the multiple rate option, the DA rates found in Appendix Pricing (Wireless) apply in addition to the multiple rate option charge in Appendix Pricing (Wireless).

5.3.2.6.3      DACC and associated usage are charged only upon completion of calls under the multiple rate option. DA charges always apply for calls placed to a DA position.

5.3.2.6.4 Under the single rate option, the DA charges listed in Appendix Pricing (Wireless) apply to all calls placed to a DA position including those calls where DACC was not requested by Carrier's customer. The associated usage charges only apply when a call has been completed.

#### **5.4 Operator Services**

Operator Service ("OS") calls will be limited to 0+ or 0- calls on a sent paid basis only. The term "sent paid" means that all calls must be paid for by Carrier's end user at the time the call is placed. This can be accomplished by using a telecommunications credit card, placing the call collect or billing the call to a third number. No charges are incurred by Carrier. Sent paid calls can be completed as follows: 5.4.1 Fully Automated: when Carrier's end user dials zero (0) plus a seven or ten digit telephone number and the call is completed without the assistance of a SWBT operator. 5.4.2 Semi-Automated: when Carrier's end user dials zero (0) plus a seven or ten digit telephone number and the call is completed with assistance of a SWBT operator. 5.4.3 Manual: when Carrier's end user dials zero (0) only, then places a call with the assistance of a SWBT operator.

### **6. ADDITIONAL ORDERING AND BILLING PROVISIONS**

#### **6.1 Ordering**

6.1.1 Unless otherwise provided for in this Agreement, this provision shall apply for the ordering of interconnection herein. Each Party shall be responsible for ordering from the other any interconnection or other facilities as specified in this Agreement. The Parties shall mutually agree upon the format for any orders and any required codes or other information that must be included in any particular order. Subject to the paragraph immediately below, orders shall be processed as follows: after the receipt of a request, a Party shall notify the ordering Party, in a timely manner and in agreement with published intervals, of any additional information it may require to determine whether it is technically feasible to meet the request. Within 45 days of its receipt of said information, the Party shall notify the ordering Party ("Notification") if the request is technically feasible. If the request is technically feasible, the Party shall activate the order as mutually agreed to by the Parties after Notification (the "Activation Date").

#### **6.1.2 Special Requests**

6.1.2.1 If either Party requires interconnection at a location not listed in Appendix DCO, then it shall submit a Special Request in writing to the other Party specifying (i) the point of interconnection, (ii) an estimated activation date, and (iii) a forecast of intended use. Within 20 days of its receipt of the ordering Party's request (the "Request Date"), the

providing Party shall notify the ordering Party of any additional information it may require to determine whether it is technically feasible to meet the request. Within 60 days of its receipt of said information (or 60 days from the Request Date if the providing Party does not ask for additional information), the providing Party shall notify the ordering Party ("Notification") if its request is technically feasible. If the request is technically feasible, the providing Party shall activate the interconnection at any time 15 days after Notification (the "Activation Date") as specified by the ordering Party. Upon activation the Parties shall be deemed to have amended Appendix DCO to include the added location. Special Requests for interconnection locations not listed in Appendix DCO may involve additional charges as mutually agreed to by the parties.

- 6.1.2.2 The Parties recognize that Special Requests may be made of the other Party pursuant to section 3.3.3 herein. The providing Party shall have 75 days to notify the ordering Party ("Special Notification") if the ordering Party's Special Request, in the providing Party's sole discretion, will be fulfilled and what the cost of fulfilling such request will be. If the Special Request will be fulfilled, the providing Party shall activate the order at a time agreed to by the Parties.
- 6.1.2.3 An ordering Party may cancel a Special Request at any time, but will pay the providing Party's reasonable and demonstrable costs of processing and/or implementing the Special Request up to the date of cancellation.

## 6.2 Billing

- 6.2.1 Each Party shall deliver monthly settlement statements for terminating the other Party's traffic based on a mutually agreed schedule. Each Party will record its terminating minutes of use and identify those minutes by terminating trunk group. Bills rendered by either Party shall be paid within thirty (30) days of the bill date or by the next bill date.

### 6.2.2 Late Charges

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 funds.

If the amount billed, exclusive of any amount disputed, is received by the billing Party after the payment due date or if any portion of the payment is received by the billing Party in funds which are not immediately available to the billing Party, then a late

payment charge will apply to the unpaid balance. The late payment charge will be the lesser of:

The highest interest rate (in decimal value) which may be levied by law for commercial transaction, compounded daily and applied for each month or portion thereof that an outstanding balance remains; or

0.000657, compounded daily and applied for each month or portion thereof that an outstanding balance remains.

### **6.3 Miscellaneous Nonrecurring Charges**

#### **6.3.1 Maintenance of Service Charge**

When Carrier reports trouble to SWBT for clearance and no trouble is found in SWBT's network, the Carrier shall be responsible for payment of a Maintenance of Service Charge for the period of time when SWBT personnel are dispatched. In the event of an intermittent service problem that is eventually found to be in SWBT's network, Carrier shall receive a credit for any Maintenance of Service Charges applied in conjunction with this service problem.

If the carrier reports trouble to SWBT for clearance and SWBT personnel are not allowed access to the Carrier's premises, the Maintenance of Service Charge will apply for the time that SWBT personnel are dispatched; provided that SWBT and Carrier have arranged a specific time for the service visit,

#### **6.3.2 Additional Engineering Charges**

Additional Engineering charges will be billed to the Carrier when SWBT incurs engineering time to customize the Carrier's service at the Carrier's request.

#### **6.3.3 Additional Labor Charges**

Additional Labor Charges will be charged when SWBT installs facilities outside of normally scheduled working hours at the customer's request. Additional labor also includes all time in excess of one-half (1/2) hour during which SWBT personnel stand by to make installation acceptance test or cooperative test with a Carrier to verify facility repair on a given service.

#### **6.3.4 Access Order Charge**

An Access Order charge applies wherever Carrier requests installation, addition, rearrangement, change or move of the interconnection services associated with this Agreement.

### 6.3.5 Design Change Charge

A Design Change Charge applies when SWBT personnel review Carrier's interconnection service to determine what changes in the design of the service are required as a result of request(s) by the Carrier. SWBT will notify Carrier when the Design Change Charge would apply.

### 6.3.6 Service Date Change Charge

The Service Date Change Charge applies when the Carrier requests a change in the date of installation or rearrangement of interconnection service. The customer may request changes provided that the new date is no more than 45 calendar days beyond the original service date unless the requested changes are associated with an order which has been designated as a "special project." If a change or rearrangement of interconnection is necessary beyond 45 days, then the order must be canceled and reordered.

### 6.3.7 Access Customer Name and Address (ACNA), Billing Account Number (BAN) and Circuit Identification Change Charges

These charges apply whenever the Carrier requests changes in their ACNA, their BAN number or their Circuit Ids, respectively.

### 6.3.8 Supersedure

This charge also applies when Carrier assumes the license of and incorporates the interconnection services provided to another Carrier into Carrier's account.

## 7. NETWORK MAINTENANCE AND MANAGEMENT

The Parties will work cooperatively to install and maintain reliable network interconnection. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government, etc.) to achieve this desired reliability, subject to the confidentiality provisions herein.

### 7.1 Network Management Controls

#### 7.1.1 Each Party shall provide a 24-hour contact number for network traffic management issues to the other's surveillance management center. A FAX number must also be provided to facilitate notifications for planted mass calling events. Each Party agrees, at a minimum, to maintain the network traffic management controls capabilities set forth in SWBT's Wireless Interconnection Handbook, a copy of which has been

provided to Carrier. Carrier acknowledges that the Handbook may be amended by SWBT from time to time.

7.1.2 Neither Party will use any service, facilities or equipment provided under this Agreement in a manner that impairs the quality of service to other carriers or to either Party's subscribers, or causes damage to plant, impairs the privacy of communications, or creates hazards to employees. Either Party will provide the other Party notice of any such impairment which may occur at the earliest practicable time. Upon reasonable written notice and opportunity to cure not to exceed ten (10) days from receipt of such written notice, either party may discontinue or refuse service if the other violates this provision, provided that such termination of service will be limited to the other party's use of a facility causing an impairment, where appropriate.

## **7.2 Law Enforcement and Civil Process**

SWBT and Carrier shall handle law enforcement requests as follows:

7.2.1 Intercept Devices: Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. In applicable circumstances, when either Party receives a request associated with a customer of the other Party, it shall refer such request to the Party that serves such customer, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's facilities, in which case that Party shall comply with any valid request.

7.2.2 Subpoenas: In applicable circumstances, if a Party receives a subpoena for information concerning an end user the Party knows to be an end user of the other Party it shall refer the subpoena back to the requesting Party with an indication that the other Party is the responsible company, unless the subpoena requests records for a period of time during which the Party was the end user's service provider, in which case the Party will respond to any valid request.

7.2.3 Law Enforcement Emergencies: If a Party receives a request from a law enforcement agency for a temporary number change, temporary disconnect or one way denial of outbound calls for an end user of the other Party by the receiving Party's switch, that Party will comply with any valid emergency request. However, neither Party shall be held liable for any claims or damages arising from compliance with such requests on behalf of the other Party's end user and the Party serving such end user agrees to indemnify and hold the other Party harmless against any and all such claims.

## **7.3 Credit for Interruption of Service**

7.3.1 In the event a Party's service is interrupted other than by the gross negligence or willful act of the providing Party, and remains out of order for eight normal working hours or

longer after the providing Party has had access to the interrupted Party's premises, appropriate adjustment or refunds shall be made. The amount of adjustments or refund shall be determined on the basis of the known period of interruption, generally beginning from the time the service interruption is first reported. The refund shall be the pro rata part of that month's flat rate charges for the period of days and that portion of the service facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for service. When a service includes more than one communications path, the interruption allowance applies to the paths interrupted. For calculating credit allowances, every month is considered to have 30 days.

- 7.3.1.1 The amount of credit to a Party shall be an amount equal to a proration of charges specified in Section 7 of the inter- or intra-state special access tariff for the period during which the facility affected by the interruption is out of service.
- 7.3.1.2 A credit shall not be applicable for any period during which the affected Party fails to afford access to the facilities furnished by the other Party for the purpose of investigating and clearing troubles.
- 7.3.2 This credit for service interruption shall be in addition to any amount for which a Party is otherwise liable under this contract.
- 7.3.3 When the lines of third party network providers and carriers are used in establishing connections not reached by a Party's lines, such Party is not liable for any act or omission of the other network provider or carrier.
- 7.3.4 Notwithstanding the above, in the event service is provided over facilities provisioned under separate contract, the terms and conditions of that separate contract will govern.

## 8. NUMBERING ISSUES

### 8.1 Access to Numbering Resources

Carrier shall have access to numbering resources in the same fashion as they are provided to other Telecommunications Carriers.

- 8.1.1 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 NPA-NNXs at all times. Neither Telco nor Carrier shall charge each other for changes to switch routing software necessitated by the opening of NPAs or NNXs. If either Party is authorized to recover its costs for changes to switch routing software necessitated by the opening of NPAs or NNXs, the Parties shall reimburse each other's costs according to such authorization.

- 8.1.2 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.
- 8.1.3 To the extent that the Carrier's dedicated NPA-NXX resides at a point in Telco network, then the Parties shall cooperate to reassign the routing V&H and the Common Language Location Identifier ("CLLI") of dedicated NPA-NXX(s) from Telco's Tandems 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 NPA-NXX(s) into its network. The Parties agree to cooperate in order to complete the transfer of all codes no later than the end of twelve months from the Effective Date. Until an NPA-NXX is reassigned, it will continue to be assigned to Telco's network as shown in the LERG.
- 8.1.4 Telco will forward a confirmation to Carrier in response to Carrier's request to add Carrier's NPA-NXXs to 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.
- 8.1.5 Both Parties will provide switch translations and billing contact points regarding the establishment of or modification to full number blocks.

## **8.2 Local Dialing Parity**

SWBT agrees that local dialing parity will be available to Carrier in accordance with the Act.

## **8.3 IntraLATA Toll Dialing Parity**

SWBT agrees to make IntraLATA toll dialing parity available in accordance with Section 271(e) of the Act.

# **9. VERIFICATION REVIEWS**

## **9.1 Scope**

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 or its authorized representative (providing such authorized representative does not have a conflict of interest related to other matters before one of the Parties) 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. This includes on-site verification reviews at either Party's, or either Party's vendor, locations.

#### **9.2 Timing**

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.

#### **9.3 Nature of Review**

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.

#### **9.4 Data**

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 retroactive 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.

#### **9.5 Costs**

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.

### **10. LIABILITY AND INDEMNIFICATION**

#### **10.1 Entry Not Assumption**

Neither Party assumes any liability for any act or omission of the other in the furnishing of its service to its subscribers solely by virtue of entering into this Agreement.

## **10.2 Scope**

To the extent not prohibited by law or inconsistent with the other terms of this Agreement, each Party shall indemnify the other Party and hold it harmless against any loss, costs (including, but not limited to reasonable attorneys' fees and costs at trial and on appeal, if any), claims, injury, or liability relating to any third-party claim arising out of any act or omission of the indemnifying Party, or its employees, officers, agents, servants, or contractors in connection with the indemnifying party's performance under this Agreement, breach of any applicable law, rule or regulation, for actual or alleged infringement of any patent, trademark, copyright, service mark, trade name, trade secret or intellectual property right, now known or later developed, or for failure to perform under this Agreement, regardless of the form or action ("Claims"). The indemnifying Party under this section shall defend any legal proceeding brought against the other Party, either individually or jointly with the indemnified Party, arising out of or relating to any such Claim.

## **10.3 Procedure**

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 and shall cooperate in every reasonable way to facilitate the defense or settlement of such Claims. The indemnifying Party shall not be liable under this section 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 non-monetary concession by the indemnifying Party, including an admission of liability by such Party, shall take effect without the written approval of the indemnifying Party.

## **10.4 Worker's Compensation**

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.

## **10.5 OSHA Requirements**

Carrier and S WBT 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.

## **10.6 NO CONSEQUENTIAL DAMAGES**

NEITHER SWBT 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 PARTY KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY RELEASES THE OTHER PARTY (AND SUCH OTHER PARTY SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS) FROM ANY SUCH CLAIM. NOTHING CONTAINED IN THIS SECTION WILL LIMIT SWBT'S OR CARRIER'S LIABILITY TO THE OTHER FOR (i) WILLFUL OR INTENTIONAL MISCONDUCT (INCLUDING GROSS NEGLIGENCE); AND (ii) BODILY INJURY, DEATH, OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY TO THE EXTENT PROXIMATELY CAUSED BY SWBT OR CARRIER'S NEGLIGENCE 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.

## **10.7 Premises and Equipment**

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 negligence or willful misconduct of the indemnifying Party.

## **10.8 Remedies Cumulative**

Except as otherwise provided in this Agreement, each of the remedies provided under this Agreement is cumulative and is in addition to any remedies that may be available at law or in equity.

### **10.9 Limitation of Liability**

With respect to any claim or suit for damages arising out of mistakes, omissions, defects in transmission, interruptions, failures, delays or errors occurring in the course of furnishing any service hereunder, the liability of the Party furnishing the affected service, if any, shall not exceed an amount equivalent to the proportionate charge to the other Party for the period of that particular service during which such mistake, omission, defect in transmission, interruption, failures, delay or error occurs and continues. No such limitation of liability shall apply, however, if the cause of the claim is due to the gross negligence or willful misconduct of the Party furnishing the service.

### **10.10 Excusable Delays (Force Majeure Conditions)**

Neither Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body; or labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; or any other circumstances beyond the Party's reasonable control. 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 relate 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.

## **11. CONFIDENTIALITY AND PROPRIETARY INFORMATION**

### **11.1 Confidential Information**

For the purposes of this Agreement, confidential information ("Confidential Information") means confidential or proprietary technical or business information given 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 will automatically be deemed proprietary to the Discloser and subject to this Section 11, unless otherwise confirmed in writing by the Discloser. The Recipient agrees (i) to use Confidential Information only for the purpose of performing under this Agreement, (ii) to hold it in confidence and disclose it to no one other than its employees having a need to know for the purpose of performing under this Agreement, and (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. If the Recipient wishes to disclose the Discloser's Confidential Information to a third-party agent or consultant, such Disclosure must

be agreed to in writing by the Discloser, and the agent or consultant must have executed a written agreement of nondisclosure and nonuse comparable in scope to the terms of this section.

#### **11.2 Copies**

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.

#### **11.3 Return**

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.

#### **11.4 General Exceptions**

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.

#### **11.5 Customer's Information**

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.

### **11.6 Survival**

Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination for a period of three (3) years.

### **11.7 No License**

No license is hereby granted under any patent, trademark, or copyright, nor is any such license implied solely by virtue or the Disclosure of any Confidential Information.

### **11.8 Equitable Relief**

Each Party agrees that the Disclosure may be irreparably injured by a disclosure in breach of this Agreement by the Recipient or its representatives and the Disclosure 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.

## **12. PUBLICITY**

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. Neither Party will use the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of the other Party or its affiliates without the other Party's written authorization. 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.

## **13. DISPUTE RESOLUTION**

### **13.1 Finality of Disputes**

No claims shall be brought for disputes arising from this Agreement more than twenty-four (24) months from the date of occurrence which gives rise to the dispute, or the applicable statute of limitations, whichever is shorter.

### **13.2 Alternative to Litigation**

The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related

to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedure as their sole remedy with respect to any controversy or claim of \$25,000 or less, arising out of or relating to this Agreement or its breach.

#### **13.2.1 Informal Resolution of Disputes Between Parties to the Agreement**

At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of settlement are exempt from discovery and production and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of the 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.

#### **13.2.2 Arbitration**

**13.2.2.1** If the negotiations do not resolve the dispute within sixty (60) days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A Party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each Party may submit in writing to a Party, and that Party shall so respond, to a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following: interrogatories, demands to produce documents, requests for admission. Additional discovery may be permitted upon mutual agreement of the Parties.

**13.2.2.2** The arbitration hearing shall be commenced within sixty (60) days of the demand for arbitration. The arbitration shall be held in Dallas, Texas. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties shall submit written briefs five days before the hearing. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The arbitrator has no authority to order punitive or consequential damages. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good

cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

### 13.2.3 Costs

Each Party shall bear its own costs of these procedures. A Party seeking discovery shall reimburse the responding Party for the costs of production of documents (including search time and reproduction costs). The Parties shall equally split the fees of the arbitration and the arbitrator.

## 14. INTERVENING LAW

### 14.1 Modifications:

This Agreement is entered into as a result of both private negotiation between the Parties, acting pursuant to the Act, or other applicable state laws or Commission rulings. If the actions of state or federal legislative bodies, courts, or regulatory agencies of competent jurisdiction invalidate, modify, or stay the enforcement of laws or regulations that were the basis for a provision of this Agreement as approved by the PUC, the affected provision will be invalidated, modified, or stayed as required by action of the legislative body, court, or regulatory agency. In such event, the Parties shall expend diligent efforts to arrive at an agreement respecting the modifications to the Agreement required. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions may be presented by either Party to an appropriate legal, regulatory or governmental authority for resolution.

### 14.2 Procedure

In the event a court or regulatory agency of competent jurisdiction should determine, or issue a ruling the effect of which is, that modifications of this Agreement are required to bring the services being provided hereunder into compliance with the Act, the affected Party shall promptly give the other Party written notice of the modifications deemed required. Upon delivery of such notice, the parties shall expend diligent efforts to arrive at an agreement respecting such modifications required, and if the Parties are unable to arrive at such agreement within thirty (30) days after such notice, either Party may present the dispute to an appropriate legal, regulatory or governmental authority for resolution.

## 15. SECTION 252 (1) OBLIGATIONS

SWBT shall make available any agreement for interconnection, services, or network elements between SWBT and a wireless carrier in the State of Oklahoma (which agreement is either negotiated or arbitrated pursuant to the FTA) (a "Third Party Agreement"). Carrier shall have the option to avail itself of the rates, terms and conditions of the Third Party Agreement in its entirety without picking and choosing less than-all of the provisions of the Agreement. Provided however, that if the FCC is

sustained on permitting pick and choose, SWBT shall amend this Agreement to allow Carrier to avail itself of the differing rates, terms or conditions in accordance with the effective rules of the FCC. If Carrier desires to avail itself of a Third Party Agreement, it shall provide SWBT written notice of such desire, and the Parties shall be deemed to have adopted the Third Party Agreement, in place of this Agreement, thirty (30) days following SWBT's receipt of Carrier's notice.

## **16. ACCESS TO RIGHTS OF WAY**

SWBT will provide carrier nondiscriminatory access to poles, ducts, conduits and rights-of-way on rates, terms, and conditions that are consistent with the Pole Attachment Act, 47 U.S.C. section 224.

## **17. CERTIFICATION REQUIREMENTS**

Carrier warrants that it has obtained 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 SWBT.

## **18. MISCELLANEOUS PROVISIONS**

### **18.1 Implementation Date**

The Parties shall promptly effectuate all the terms of this Agreement upon final approval of this Agreement by the relevant state Commission when it has determined that this Agreement is in compliance with Section 252 of the Act; provided, however, the parties agree to make arrangements to compensate one another at the rates provided herein for the period from the Effective Date of this Agreement to the date on which both parties can implement changes to their respective billing systems. The Parties agree that the implementation of changes to billing systems will not exceed ninety (90) days.

### **18.2 Term and Termination**

#### **18.2.1 Term, Renewal and Termination**

SWBT and Carrier agree to interconnect pursuant to the terms defined in this Agreement for a term of one year from the effective date of this Agreement, and thereafter the Agreement shall continue in force and effect unless and until terminated as provided herein. Either Party may terminate this Agreement by providing written notice of termination to the other Party, such written notice to be provided at least sixty (60) days in advance of the date of termination; provided, however, that no such termination shall be effective prior to the date one year from the effective date of this Agreement; and provided further, that the Agreement shall continue in effect, at the option of the non-terminating Party, for a period of up to six (6) months following the date on which it would otherwise terminate. By mutual agreement, SWBT and Carrier may amend this Agreement in writing to modify its terms.

#### 18.2.2 Breach

Either Party may terminate this Agreement upon thirty (30) days written notice of a material breach of this Agreement by the other Party to this Agreement, which material breach retracts uncured for a thirty (30) day period after the sending of written notice of the material breach by the non-breaching Party to the breaching Party.

#### 18.3 Binding Effect

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

#### 18.4 Assignment

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 either SWBT or Carrier may assign its rights and delegate its benefits, and delegate its duties and obligations under this Agreement without the consent of the other to a 100 per cent owned affiliate and Carrier may assign this Agreement to any one or more of its Partner Parents for the provision of wireless telecommunications services. Nothing in this section is intended to impair the right of either Party to utilize subcontractors.

#### 18.5 Third Party Beneficiaries

This Agreement shall not provide any non-party with any remedy, claim, cause of action or other right.

#### 18.6 This section was intentionally omitted.

#### 18.7 DISCLAIMER OF WARRANTIES

SWBT AND CARRIER EACH MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES PROVIDED HEREUNDER. ADDITIONALLY, SWBT AND CARRIER EACH ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY EITHER PARTY WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

#### 18.8 Survival of Obligations

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

#### **18.9 Waiver**

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

#### **18.10 Taxes**

Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. Purchasing Party may be exempted from certain taxes if purchasing Party provides to the providing Party proper documentation, e.g., reseller certificate, from the appropriate taxing authority.

#### **18.11 Relationship of the Parties**

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.

#### **18.12 Services**

Each Party is solely responsible for the services it provides to its end users and to other Telecommunications Carriers.

#### **18.13 Notices**

In an event any notices are required to be sent under the terms of this Agreement, they shall be sent by registered mail, return receipt requested to:

**To SWBT:**

Contract Administration  
ATTN: Notices manager  
311 S. Akard, 9<sup>th</sup> Floor  
Four Bell Plaza  
Dallas, TX 75202-5398  
Fax: 214-464-2006

With a copy to:

**To Carrier:**

Charon J. Harris  
Regulatory Counsel  
Verizon Wireless  
1300 I Street, N.W.  
Suite 400 West  
Washington, D.C. 20005  
Fax: 202-589-3750

Don Kirkpatrick  
Member of Tech. Staff  
Verizon Wireless  
Six Campus Circle Dr.  
Bldg. 8, Rm. 8322G  
Westlake, TX 76262  
Fax: 817-258-1818

**24 Hour Network Management Contact:**

**For SWBT:**

**For Carrier:**

National Network Operations Center  
8 Campus Circle  
Westlake, TX 76262  
Telephone: 800-264-6620

**18.14 Expenses**

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

**18.15 Headings**

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

**18.16 Governing Law**

The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties will be governed by the laws of the State of Oklahoma without regard to the principles of conflicts of law, except insofar as federal law

may control any aspect of this Agreement, in which case federal law will govern. The parties submit to personal jurisdiction in Oklahoma City County, Oklahoma and waive any and all objections to a Oklahoma County venue.

**18.17 Multiple Counterparts**

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

**18.18 Complete Terms**

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. Appendices and exhibits referred to herein are deemed attached hereto and incorporated by reference. Neither Party shall be bound by any amendment, modification or additional terms unless it is reduced to writing signed by an authorized representative of the Party sought to be bound.

#### **18.16 Governing Law**

The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties will be governed by the laws of the State of Oklahoma without regard to the principles of conflicts of law, except insofar as federal law may control any aspect of this Agreement, in which case federal law will govern. The parties submit to personal jurisdiction in Oklahoma City County, Oklahoma and waive any and all objections to a Oklahoma County venue.

#### **18.17 Multiple Counterparts**

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

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**APPENDIX MTA****LATA 536**

<b>LICENSEE</b>	<b>MARKET</b>	<b>ST</b>	<b>MKT#</b>	<b>BLK</b>	<b>CALL SIGN</b>	<b>SVC</b>	<b>BWIDTH</b>
Cellco Partnership	ARDMORE	OK	BTA01	D	KNLH755	CW	10 MHz
Cellco Partnership	LAWTON-DUNCAN	OK	BTA24	D	KNLH760	CW	10 MHz

If this Agreement is acceptable to Carrier and SWBT, both Parties will sign in the space provided below. This Agreement shall not bind Carrier and SWBT until executed by both parties.

**THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION.**

**Southwestern Bell  
Telephone Company**

**Cellco Partnership d/b/a  
Verizon Wireless**

By: Diana L. Young

By: Edward A. Salas

Printed: Diana Young

Printed: Edward A. Salas

 Title: President-Industry Markets

Title: Staff Vice President – Network Planning

Date: APR 12 2002

Date: 4/9/02

**APPENDIX – PRICING (WIRELESS)****OKLAHOMA****1. USAGE RATES**

The rates for transport and termination shall be as follows. (Per Conversation MOU)

Type 2A	Type 2B	Type 1
\$0.003551	\$0.002297	\$0.003551

The rate for transiting shall be as follows. (Per Conversation MOU)

Transiting
\$0.001254

**2. FACILITIES**

Carrier Facilities will be provided at the same rates, terms, and conditions that similar Facilities are provided by Telco.

**3. SHARED FACILITY**

The Shared Facility Factor is 0.25.

**4. INTERMTA TRAFFIC**

4.1 InterMTA Rates (to be paid per Conversation MOU to Telco by Carrier on applicable Carrier to Telco InterMTA calls)

\$0.003402

**5. OTHER CHARGES**

5.1 Selective Class of Call Screening

Per BAN	Per Month	Nonrecurring Charge
	\$54.65	\$556.00

5.2 Cancellation Charge. A charge is calculated as the product of the number of Business Days from order application through the order cancellation multiplied by the average daily charge of

the service ordered, plus the Access Order Charge. The Access Order Charge is governed by Telco's applicable interstate Access Services tariff.

- 5.3 Rollover Charges. A rollover is a Carrier initiated move that involves a change of a Point of Termination from an existing service within the same Carrier premises. The nonrecurring charge associated with the installation of that service (i.e., the Rollover Charge) applies when Carrier requests a rollover.
- 5.4 Translation Charges. Translation charges will apply for each effected end office when Carrier requests a change from or to being an EMS/EAS NPA-NXX.
- 5.5 Trunk Interface Change Charges. Changes to the type of Trunk interfaces on a trunk will be charged at the rate of \$65.00 per Trunk.
- 5.6 Charges for miscellaneous other items such as Service Establishment, Change in Service Arrangement, Changes in Trunk interfaces, Additional Engineering, Additional Labor Charges, Access Order Charge, Design Change Charge, Service Date Change Charge, ACNA, Billing Account Number (BAN) and Circuit Identification Change Charges, and Supercedure charges are governed by Telco's applicable interstate Access Services tariff.

## 6. SS7

### 6.1 SS7 Transport

This rate applies per Octet for the screening and routing of messages by each additional STP pair.

Rate per Octet	\$0.00000139
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### 6.2 Dedicated Signaling Links

#### 6.2.1 SS7 Link Cross Connect

DS0	
Recurring Monthly	\$55.70
Non-Recurring Initial	\$177.36
Non-Recurring Additional	\$155.28

### DS1

Recurring Monthly	\$40.26
Non-Recurring Initial	\$155.94
Non-Recurring Additional	\$133.87

## 6.2.2 STP Port Termination

Recurring Monthly	\$572.32
Non-Recurring Installation	\$304.66

## 6.2.3 STP Access Link

56 Kbps Access Link	
Fixed	\$100.16
Per Mile	\$ 0.91

6.2 Signaling Point Code Addition \$ 40.33

6.3 Global Title Translation Addition ICB

7. **DIRECTORY ASSISTANCE (DA)**

Callers will be permitted to request up to two listings per call.

Rate per call \$0.2975

8. **DIRECTORY ASSISTANCE CALL COMPLETION (DACC)**

This usage rate applies to each DA call that has been completed to the requested number.

Rate per completed call \$0.20

An initial non-recurring charge applies per state, per brand, per Operator Assistance switch for the establishment of Call Branding and/or requested changes to the standard DACC announcements. An additional non-recurring charge applies per state, per brand, per Operator Assistance switch for each subsequent change to the branding announcement and/or the DACC announcements. When multiple brands are required on a single Operator Services trunk, a per call charge applies.

Rate per initial load – Branding/DACC	\$1800.00
Rate per subsequent load - Branding/DACC change	\$1800.00
Per Call – Branding	\$0.025

10. **DIRECTORY ASSISTANCE (DA) & DIRECTORY ASSISTANCE CALL COMPLETION (DACC) – SINGLE RATE OPTION**

This usage rate is a combined rate for DA and DACC and applies to each call and, when selected by Carrier, applies to each call in lieu of the charges in Sections A and B above.

Rate per call	\$0.40
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## **11. BILLING INFORMATION TAPE (BIT)**

When Carrier chooses the "Multiple Rate Option".

Rate per tape	\$6.00
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**AMENDMENT TO  
INTERCONNECTION AGREEMENT  
BY AND BETWEEN  
SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a SBC OKLAHOMA  
AND  
CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS**

Southwestern Bell Telephone, L.P.<sup>1</sup> d/b/a SBC Oklahoma, as the Incumbent Local Exchange Carrier in Oklahoma, (hereafter, "ILEC") and Cellco Partnership d/b/a Verizon Wireless, as a Commercial Mobile Radio Service ("CMRS") provider in Oklahoma, (referred to as "CARRIER"), in order to amend, modify and supersede any affected provisions of their Interconnection Agreement with ILEC in Oklahoma ("Interconnection Agreement"), hereby execute this Reciprocal Compensation Amendment for ISP-Bound Traffic and Federal Telecommunications Act Section 251(b)(5) Traffic (Adopting FCC's Interim ISP Terminating Compensation Plan) ("Amendment"). A CMRS provider is not a "LEC."

**1.0 Scope of Amendment**

- 1.1 ILEC made an offer to all telecommunications carriers in the state of Oklahoma (the "Offer") to exchange traffic on and after June 1, 2004 under Section 251(b)(5) of the Act pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) ("FCC ISP Compensation Order") which was remanded but not vacated in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).
- 1.2 The purpose of this Amendment is to include in CARRIER's Interconnection Agreement the rates, terms and conditions of the FCC's interim ISP terminating compensation plan for the exchange of ISP-Bound traffic lawfully compensable under the FCC ISP Compensation Order ("ISP-Bound Traffic") and traffic lawfully compensable under Section 251(b)(5) ("Section 251(b)(5) Traffic").
- 1.3 This Amendment is intended to supersede any and all contract sections, appendices, attachments, rate schedules, or other portions of the underlying Interconnection Agreement that set forth rates, terms and conditions for the terminating compensation for all ISP-Bound Traffic and all Section 251(b)(5) Traffic exchanged between ILEC and CARRIER. Any inconsistencies between the provisions of this Amendment and provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Amendment.

**2.0 Rates, Terms and Conditions of FCC's Interim Terminating Compensation Plan for ISP-Bound Traffic and Section 251(b)(5) Traffic.**

- 2.1 ILEC and CARRIER hereby agree that the following rates, terms and conditions shall apply to ISP-Bound Traffic and Section 251(b)(5) Traffic exchanged between the Parties on and after the date this Amendment becomes effective pursuant to Section 4.1 of this Amendment.
- 2.2 Reciprocal Compensation Rate Schedule for ISP-Bound Traffic and Section 251(b)(5) Traffic:
  - 2.2.1 The rates, terms, conditions in this section apply only to the termination of ISP-Bound Traffic and Section 251(b)(5) Traffic, and ISP-Bound Traffic is subject to the growth caps in Section 2.3, the new market restrictions in Section 2.4 and rebuttable presumption in Section 2.6. Notwithstanding anything contrary in this Amendment, the growth caps in Section 2.3, the new market restrictions in Section 2.4 and the rebuttable presumption in Section 2.6 only apply to LECs and ILEC.

<sup>1</sup> On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. Southwestern Bell Telephone, L.P. is now doing business in Oklahoma as SBC Oklahoma.

2.2.2 The Parties agree to compensate each other for the transport and termination of ISP-Bound Traffic and Section 251(b)(5) Traffic on a minute of use basis, at \$.0007 per minute of use.

### 2.3 ISP-Bound Traffic Minutes Growth Cap

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

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

Notwithstanding anything contrary herein, in Calendar Year 2004, LEC and ILEC agree that ISP-Bound Traffic exchanged between LEC and ILEC during the entire period from January 1, 2004 until December 31, 2004 shall be counted towards determining whether LEC has exceeded the growth caps for Calendar Year 2004.

2.3.2 ISP-Bound Traffic minutes that exceed the applied growth cap will be Bill and Keep. "Bill and Keep" refers to an arrangement in which neither of two interconnecting Parties charges the other for terminating traffic that originates on the other network.

### 2.4 Bill and Keep for ISP-Bound Traffic in New Markets

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

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

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

### 2.6 ISP-Bound Traffic Rebuttable Presumption

In accordance with Paragraph 79 of the FCC's ISP Compensation Order, LEC and ILEC agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between LEC and ILEC exceeding a 3:1 terminating to originating ratio is presumed to be ISP-Bound Traffic subject to the compensation and growth cap terms in this Section 2.0. Either party has the right to rebut the 3:1 ISP presumption by identifying the actual ISP-Bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval and, in addition, shall be utilized to determine the appropriate true-up as described below. During the pendency of any such proceedings to rebut the presumption, LEC and ILEC will remain obligated to pay the presumptive rates (re ciprocal compensation rates for traffic below a 3:1 ratio, the rates set forth in Section 2.2.2 for traffic above the ratio) subject to a true-up upon the conclusion of such proceedings. Such true-up shall be retroactive back to the date a Party first sought appropriate relief from the Commission.

### 3.0 Reservation of Rights

3.1 The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol ("VoIP") and traffic utilizing in whole or part Internet Protocol technology under the Dispute Resolution provisions of this Agreement, including but not limited, to any rights they may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (Rel. April 21, 2004). The Parties acknowledge that there is an on-going disagreement between LECs and ILEC over whether or not, under the law, VoIP traffic or traffic utilizing in whole or part IP technology is subject to reciprocal compensation or switched access charges. The Parties therefore agree that neither one will argue or take the position before any regulatory commission or court that this Amendment constitutes an agreement as to whether or not reciprocal compensation or switched access charges apply to that traffic or a waiver by either party of their position or their rights as to that issue. The Parties further agree that they each have reserved the right to advocate their respective positions relating to the treatment and compensation for VoIP traffic and traffic utilizing in whole or part Internet Protocol technology before any state commission or the Federal Communications Commission ("FCC") whether in bilateral complaint dockets, arbitrations under Section 252 of the Act, state commission or FCC established rulemaking dockets, or before any judicial or legislative body.

### 4.0 Miscellaneous

- 4.1 If this Amendment is executed by CARRIER and such executed Amendment is received by ILEC on or before June 28, 2004, this Amendment will be effective as of June 1, 2004, subject to any necessary state commission approval; provided, however, the rates will not be implemented in ILEC's billing system until after any necessary state commission approval, at which time the rates billed by the Parties beginning on June 1, 2004 will be subject to a true-up. If this Amendment is executed by CARRIER but such executed Amendment is not received by ILEC until after June 28, 2004, this Amendment will become effective ten (10) days following the date such Amendment is approved or is deemed to have been approved by the applicable state commission.
- 4.2 This Amendment is coterminous with the underlying Interconnection Agreement and does not extend the term or change the termination provisions of the underlying Interconnection Agreement.
- 4.3 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING INTERCONNECTION AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 4.4 Every rate, term and condition of this Amendment is legitimately related to the other rates, terms and conditions in this Amendment. Without limiting the general applicability of the foregoing, the change of law provisions of the underlying Interconnection Agreement, including but not limited to the "Intervening Law" or "Change of Law" or "Regulatory Change" section of the General Terms and Conditions of the Interconnection Agreement and as modified in this Amendment, are specifically agreed by the Parties to be legitimately related to, and inextricably intertwined with this the other rates, terms and conditions of this Amendment.
- 4.5 In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC*, et. al, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36), and the FCC's Biennial Review Proceeding; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), SBC Oklahoma shall have no obligation to provide UNEs,

combinations of UNEs, combinations of UNE(s) and CARRIER's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). The Parties acknowledge and agree that SBC Oklahoma has exercised its option to adopt the FCC ISP terminating compensation plan ("FCC Plan") in Oklahoma and as of the date of that election by SBC Oklahoma the FCC Plan shall apply to this Agreement as more specifically provided for in this Amendment. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

IN WITNESS WHEREOF, this Reciprocal Compensation Amendment for ISP-Bound Traffic and Federal Telecommunications Act Section 251(b)(5) Traffic (Adopting FCC Interim Terminating Compensation Plan) to the Interconnection Agreement was exchanged in triplicate on this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by SBC Oklahoma, signing by and through its duly authorized representative, and CARRIER, signing by and through its duly authorized representative.

Cellco Partnership d/b/a Verizon Wireless

Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_  
(Print or Type)

Date: \_\_\_\_\_

FACILITIES-BASED OCN # \_\_\_\_\_

ACNA \_\_\_\_\_

**Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma by SBC Telecommunications, Inc., its authorized agent**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print or Type)

Title: *For/* President - Industry Markets

Date: \_\_\_\_\_

IN WITNESS WHEREOF, this Reciprocal Compensation Amendment for ISP-Bound Traffic and Federal Telecommunications Act Section 251(b)(5) Traffic (Adopting FCC Interim Terminating Compensation Plan) to the Interconnection Agreement was exchanged in triplicate on this 15 day of June, 2004, by SBC Oklahoma, signing by and through its duly authorized representative, and CARRIER, signing by and through its duly authorized representative.

Cellco Partnership d/b/a Verizon Wireless

Signature: H. Bowen

Name: HOWARD H. BOWEN  
(Print or Type)

Title: Area Up Network  
(Print or Type)

Date: 6/11/04

FACILITIES-BASED OCN # 5813

ACNA PPM

Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma by SBC Telecommunications, Inc., its authorized agent

Signature: Mike Auinbauh

Name: Mike Auinbauh  
(Print or Type)

Title: For/ President - Industry Markets

Date: 6-25-04

# **AT&T Wholesale Amendment**

Contract Number: 10423

**AMENDMENT TO  
AGREEMENT FOR INTERCONNECTION AND RECIPROCAL COMPENSATION  
BY AND BETWEEN  
SOUTHWESTERN BELL TELEPHONE COMPANY d/b/a AT&T OKLAHOMA  
AND  
CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS**

The Agreement for Interconnection and Reciprocal Compensation, dated April 11, 2002 ("the Agreement"), by and between Southwestern Bell Telephone Company, d/b/a AT&T Oklahoma<sup>1</sup> ("AT&T Oklahoma"), and Cellco Partnership, d/b/a Verizon Wireless ("Carrier"), is hereby amended as follows:

(1) The Parties agree to add new paragraphs 3.2.3.1, 3.2.3.2, 3.2.3.3, and 3.2.3.4 to establish a surrogate billing factor to be used to bill reciprocal compensation, when Carrier is unable to measure and bill actual usage. The new paragraphs will read as follows:

- 3.2.3.1 The Parties recognize that Carrier may not have the technical systems to measure actual usage and bill AT&T-Oklahoma pursuant to this Agreement. To the extent Carrier does not have the ability to measure and bill the actual usage of AT&T-Oklahoma-to-Carrier Local Traffic ("Land-to-Mobile Local Traffic"), Carrier shall bill AT&T-Oklahoma, as calculated and described in Section 3.2.3.2 below.
- 3.2.3.2 When Section 3.2.3.1 applies, the Parties agree to use a surrogate billing factor to determine the amount of Land-to-Mobile Local Traffic. The surrogate billing factor shall be as stated in Appendix-Pricing (Wireless). When using the surrogate billing factor method, instead of recording actual usage, the amount of Land-to-Mobile Local Traffic Conversation MOU shall be deemed to be equal to the product of (i) the Carrier-to-AT&T-Oklahoma (mobile-to-land) Conversation MOU for Local Traffic (based on AT&T-Oklahoma's monthly bill to Carrier), divided by the difference of one (1.0) minus the AT&T-Oklahoma to Carrier surrogate billing factor, (times) (ii) the AT&T-Oklahoma to Carrier surrogate billing factor. When using the surrogate billing factor method, Carrier shall bill AT&T-Oklahoma the charges due under this Section 3.2, based solely on the calculations as set forth in this Section 3.2.3.2.

**EXAMPLE**

Land-to-Mobile Local Traffic

Conversion MOUs = [mobile-to-land local MOU's / (1 - AT&T-Oklahoma to Carrier surrogate billing factor)] \* AT&T-Oklahoma to Carrier surrogate billing factor

Mobile-to-land MOU = 15,000

Surrogate billing factor = .20

$$\begin{aligned} \text{Land-to-Mobile Local Traffic MOU} &= [15,000 / (1 - .20)] * .20 \\ &= 3,750 \text{ MOUs} \end{aligned}$$

- 3.2.3.3 When Carrier uses the surrogate billing factor billing method set forth above, Carrier shall itemize on each of its bills the corresponding AT&T-Oklahoma billing account numbers, by LATA and by state, for Land-to-Mobile Local Traffic Conversation MOUs to which the surrogate billing factor is applied.

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<sup>1</sup> On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. On June 29, 2007, Southwestern Bell Telephone, L.P., a Texas limited partnership, was merged with and into SWBT Inc., a Missouri corporation, with SWBT Inc. as the survivor entity. Simultaneous with the merger, SWBT Inc. changed its name to Southwestern Bell Telephone Company. Southwestern Bell Telephone Company is doing business in Oklahoma as "AT&T Oklahoma."

3.2.3.4 The surrogate billing factor stated in Appendix-Pricing (Wireless), are based on Carrier-specific, state-specific information available to AT&T-Oklahoma and/or supplied by Carrier. The surrogate billing factor is based on such information and apply only in light of those Carrier-specific, state-specific facts. The surrogate billing factor stated in Appendix-Pricing (Wireless), will not apply to other carriers who may adopt this Agreement; such carriers must provide their own carrier-specific, state-specific facts to establish the surrogate billing factor that will apply to them. Renegotiation of the carrier-specific surrogate billing factor shall occur no more frequently than once every twenty-four months.

(2) The Parties agree to add a new paragraph 3.1 to the Appendix-Pricing (Wireless) Oklahoma to establish the surrogate billing factor for reciprocal compensation. The new paragraph 3.1 will read as follows:

3.1 Surrogate Billing Factor

3.1.1 The AT&T-Oklahoma-to-Carrier originating land-to-mobile Surrogate Billing Factor is thirty-five hundreds (0.35), i.e., thirty-five percent (35%).

3.1.2 The Carrier-to-AT&T-Oklahoma originating mobile-to-land Surrogate Billing Factor is sixty-five hundreds (0.65), i.e., sixty-five percent (65%).

(3) The Parties agree to delete paragraphs 4.2.3 and 4.3.4 of the Agreement and replace then with new paragraph 4.2.3, which will read as follows:

4.2.3 InterMTA Factor

The Parties have agreed upon the InterMTA Factor specified in Appendix Pricing (Wireless), which represents the percent of total mobile-to-land minutes to be billed interstate access charges.

AT&T Oklahoma and Carrier each maintain the right to notify the other Party that the existing InterMTA Factor does not accurately reflect the proportion of Carrier-originated traffic delivered to AT&T Oklahoma over local Interconnection trunks that is InterMTA Traffic. AT&T Oklahoma and Carrier agree to negotiate a new InterMTA Factor within thirty (30) days of receiving such notice and to amend the Agreement to reflect the newly negotiated percentage. The revised InterMTA Factor will go into effect upon approval of such amendment by the Commission. Should AT&T Oklahoma and Carrier not reach agreement on a new InterMTA Factor within thirty (30) days of receiving notice, AT&T Oklahoma and Carrier agree to use the dispute resolution process set forth in Section 13.0 of the Agreement.

(4) The Parties also agree to add a new paragraph 4.2 to the Appendix-Pricing (Wireless) Oklahoma, which will read as follows:

4.2 The InterMTA factor for Mobile-to-Land traffic is ten percent (10%).

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

(6) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

(7) In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

(8) This Amendment shall be filed with and is subject to approval by the Oklahoma Corporation Commission and shall become effective ten (10) days following approval by such Commission.

Cellco Partnership LLC d/b/a Verizon Wireless

By: 

Printed: Nicola Palmer

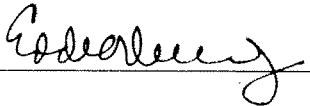
Title: VP - Network Support  
(Print or Type)

Date: 7/27/10

OCN # 5813

ACNA - EBA, PPM

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

By: 

Printed: Eddie A. Reed, Jr.

Title: Director - Interconnection Agreements

Date: 8-19-10

# **AT&T Wholesale Amendment**

Contract Number: 17173

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

This Amendment (the "Amendment") amends the Cellular/PCS Interconnection Agreement by and between Southwestern Bell Telephone Company d/b/a AT&T Oklahoma, hereinafter referred to as "AT&T" (previously referred to as "Southwestern Bell Telephone Company") and Cellco Partnership d/b/a Verizon Wireless ("Carrier"). AT&T and Carrier are hereinafter referred to collectively as the "Parties" and individually as a "Party".

**WHEREAS**, AT&T and Carrier are parties to a Cellular/PCS Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1996 for Commercial Mobile Radio Service (CMRS), approved August 29, 2002 and as subsequently amended (the "Agreement"); and

**WHEREAS**, pursuant to the Report and Order and Further Notice of Proposed Rulemaking issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189), the Parties desire to amend the Agreement to establish bill-and-keep as the compensation arrangement for IntraMTA Traffic exchanged between the Parties.

**NOW, THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Parties agree to include the following definition of IntraMTA Traffic:

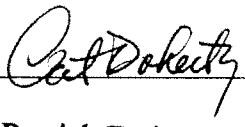
"IntraMTA Traffic" means traffic which, at the beginning of the call, originates and terminates within the same MTA and is exchanged between the End User, end user, Customer, or customer of AT&T and the Carrier's End User, end user, or Customer, or customer. All references to Local Traffic, local traffic, Local Calls, Section 251(b)(5) Traffic and/or traffic in the Agreement are hereby replaced by the term "IntraMTA Traffic".

2. Effective July 1, 2012, the Parties shall implement bill-and-keep for IntraMTA Traffic exchanged between the Parties over Type 2A, Type 2B or Type 1 interconnection trunks and facilities. Specifically, neither Party shall compensate the other Party for IntraMTA Traffic exchanged between the Parties.
3. In accordance with the schedule in FCC Order 11-161, effective July 1, 2012, for terminating intrastate or interstate InterMTA Traffic, i.e. non-IntraMTA Traffic, Carrier shall pay a blended rate that consists of the average of AT&T's intrastate and interstate rates for the switched network access service rate elements, on a per minute of use basis, which are set forth in each, AT&T's Intrastate Access Services Tariff, and Interstate Access Services Tariff, as those tariffs may be amended from time to time. This provision does not apply to transit traffic.
4. The Parties agree to remove the terminating InterMTA Traffic rate and to replace the rate for 251(b)(5) Traffic per minute of use for transport and termination per Conversation MOU for Type 2A, Type 1 and Type 2B in Appendix Pricing (Wireless) of the Agreement with the rates contained in Exhibit A attached hereto. IntraMTA Traffic will continue to be referenced as Section 251(b)(5) Calls Transport and Termination in Exhibit A. In all other respects the Appendix Pricing (Wireless) shall remain the same.
5. The Parties agree that the terms and conditions of this Agreement shall apply only to CMRS traffic that, at the beginning of the call, originates from or terminates to a wireless handset via the Carrier.
6. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting Carrier's agreement.



7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
8. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law, or under the intervening law, or regulatory change provisions, in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
9. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
10. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission ("Amendment Effective Date").

Cellco Partnership d/b/a Verizon Wireless

Signature: Name: Hans Leutenegger  
(Print or Type)Title: Area Vice President – Network  
(Print or Type)Date: 5/23/12Southwestern Bell Telephone Company d/b/a AT&T  
Oklahoma by AT&T Services, Inc., its authorized agentSignature: Name: Patrick Doherty  
(Print or Type)**Director - Regulatory**Title: \_\_\_\_\_  
(Print or Type)Date: 5-31-12

STATE	ACNA	CMRS OCN
OKLAHOMA	EBA, PPM	5813

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
W2	OK	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0.00			MOU
W2	OK	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2E				\$0.00			MOU
W2	OK	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			MOU