

**CMRS
INTERCONNECTION AGREEMENT**

Between

PACIFIC BELL

And

GTE Mobilnet of Central California

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Attachment I

PRICING SCHEDULE FOR CMRS INTERCONNECTION
SERVICE ELEMENTS AND TRUNK TERMINATIONS

Attachment II

INTERCONNECTION EQUATIONS

CMRS INTERCONNECTION AGREEMENT

THIS AGREEMENT, dated _____, 1999 is by and between PACIFIC BELL, a California corporation, hereinafter referred to as "Pacific", and GTE Wireless of the Pacific Incorporated, a Delaware corporation, on its own behalf and on behalf of GTE Mobilnet of California Limited Partnership and GTE Mobilnet of Santa Barbara Limited Partnership, hereinafter collectively referred to as "Carrier".

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

WHEREAS, Carrier holds authority from the Federal Communications Commission and has duly registered with the California Public Utilities Commission to provide Commercial Mobile Radio Services in the State of California; and

WHEREAS, Pacific and Carrier have agreed to connect their Facilities in the State of California and exchange traffic for the provision of two-way CMRS telecommunications service in accordance with the Telecommunications Act of 1996 ("1996 Act"); and

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

WHEREAS, Section 251 of the 1996 Act mandates good faith negotiations between the incumbent Local Exchange Carrier and any Telecommunications Carrier requesting Interconnection, services, or network elements; and

WHEREAS, Pacific and Carrier wish to utilize this negotiation process;

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

1. DEFINITIONS

For purposes of this Agreement, including any and all Attachments, Exhibits, and Schedules hereto, and as used herein, the terms set forth below shall be defined as follows. The Parties acknowledge that terms may appear in this Agreement that are not defined and agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the Effective Date of this Agreement:

- 1.1 "Access Tandem Switches" are switches that are used to connect and switch trunk circuits between and among Central Office Switches and other Telecommunications Carriers' switches for the purposes of providing local exchange and Switched Access Services.

- 1.2 "Act" means the Communications Act of 1934, 47 U.S.C. § 151 et seq., as amended by the Telecommunications Act of 1996, and as interpreted from time to time in the duly authorized rules and regulations of the FCC or the Commission and as further interpreted in any judicial review of such rules and regulations.
- 1.3 "Affiliate" means any person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this definition, the term "own" means to own an equity interest (or the equivalent thereof) of more than ten percent (10%). Person shall mean any individual, partnership, corporation, company, limited liability company, association, or any other legal entity authorized to transact business in any state in the United States.
- 1.4 "Ancillary Services" are Directory Assistance, 411, 611, 911 ("N11"), Operator Services, the 700, 8YY, and 900 SAC Codes, Switched Access, and 976 service.
- 1.5 "Answer Supervision" means an off-hook supervisory signal of at least two (2) seconds in duration sent by Carrier to Pacific's serving End Office Switch on all completed calls after address signaling has been completed, or an off-hook signal of at least two (2) seconds in duration sent by Pacific to Carrier's Central Office after address signaling has been completed.
- 1.6 "Applicable Laws" means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, and approvals of any Governmental Authority, including without limitation those relating to the environment or health and safety.
- 1.7 "Authorized Services" means those Commercial Mobile Radio Services that Carrier may lawfully provide on an interconnected basis, pursuant to Sections 154, 303, and 332 of the Communications Act of 1934, as amended.
- 1.8 "Carrier's Service Area" is the geographic area(s) where the following Carrier entities are authorized by the FCC to provide two-way CMRS:

GTE Mobilnet of Central California Incorporated

California 6 - Mono RSA

California 9 - Mendocino RSA

Fresno MSA Limited Partnership

Bakersfield, CA MSA

Fresno, CA MSA

Visalia-Tulare-Porterville, CA MSA

California 12 - Kings RSA

California RSA No. 4 Limited Partnership

California 4 - Madera RSA

- 1.9 "Bellcore" means Telcordia Technologies, Inc.
- 1.10 "Calling Party Number" or "CPN" means a Common Channel Signaling parameter that refers to the number transmitted through the network identifying the calling party.
- 1.11 "Central Office", "Central Office Switch" or "CO" means a switching entity, including, but not limited to End Office Switches, Access Tandem Switches, MSCs, and combination End Office/Tandem Switches."
- 1.12 "CMRS Interconnection Trunks/Trunk Groups" means the trunk group used to connect Carrier's network with Pacific's network for the purpose of exchanging Local CMRS Calls.
- 1.13 "Commercial Mobile Radio Service" or "CMRS" is as defined by the FCC and the Commission.
- 1.14 "Commission" means the California Public Utilities Commission.
- 1.15 "Common Channel Signaling" or "CCS" means a method of digitally transmitting call set-up and network control data over a special network fully separate from the public switched network elements that carry the actual call. Signaling System 7 ("SS7") is the CCS network protocol presently used by Telecommunications Carriers.
- 1.16 "Completed Call" means a call that is delivered to or from Carrier's network and for which a connection is established after Answer Supervision.
- 1.17 "Control Office/NOC" means a center or office designated as a single point of contact for the maintenance of a Party's portion of CMRS Interconnection arrangements.
- 1.18 "Conversation MOU" means the minutes of use that both Parties' equipment is used for a Completed Call, measured from the receipt of Answer Supervision to the receipt of Disconnect Supervision.
- 1.19 "Cross Connection" means an intra-Wire Center channel connecting separate pieces of telecommunications equipment.
- 1.20 "Customer" means the end user purchaser of telecommunications services from Pacific or Carrier.
- 1.21 "Dedicated NXX Code" means a three-digit exchange prefix and associated 10,000 telephone number block assigned to Carrier's or Pacific's network.

- 1.22 "Disconnect Supervision" means an on-hook supervisory signal sent at the completion of a call.
- 1.23 "Digital Service - Level 1" or "DS-1" means a digital signal rate of 1.544 Megabits Per Second ("Mbps").
- 1.24 "Digital Service - Level 3" or "DS-3" means a digital signal rate of 44.736 Mbps.
- 1.25 "Effective Date" means the date described in Section 34 of this Agreement.
- 1.26 "End Office Switch" is a switch from which Pacific's Customers' Exchange Services are directly connected and offered.
- 1.27 "Equal Access Trunk" means an interconnection trunk used solely to deliver Switched Access Traffic, using Feature Group D protocols.
- 1.28 "Exchange Service" is as defined in the Act.
- 1.29 "Facility" or "Facilities" means the system of equipment and/or cable utilized to carry traffic that is exchanged hereunder between switching entities maintained by the Parties.
- 1.30 "FCC" means the Federal Communications Commission.
- 1.31 "Governmental Authority" means any federal, state, local, foreign, or international court, government, department, commission, board, bureau, agency, official, or other regulatory, administrative, legislative, or judicial authority with jurisdiction over the subject matter at issue.
- 1.32 "Interconnection" is as described in the Act.
- 1.33 "Interexchange Carrier", "IEC", or "IXC" means a provider of interexchange telecommunications services.
- 1.34 "InterMTA Traffic" means traffic to or from Carrier's network that originates in one MTA and terminates in another MTA.
- 1.35 "LATA" means Local Access and Transport Area, the boundaries of which are set forth in Pacific's tariffs.
- 1.36 "Local CMRS Calls," for the purpose of reciprocal compensation are CMRS calls that originate on either Party's network that are exchanged directly between the Parties and that, at the beginning of the call, originate and terminate within the same MTA.
- 1.37 "Local Exchange Carrier" or "LEC" is as defined in the Act.
- 1.38 "Local Exchange Routing Guide" or "LERG" means a Bellcore Reference Document used by Telecommunications Carriers to identify NPA-NXX routing and homing information as well as network element and equipment designations.

- 1.39 "MTA" means "Major Trading Area", as defined by the FCC rules, Part 24, § 24.202(a).
- 1.40 "MSC" or "MTSO" means the Mobile Switching Center or Mobile Telecommunications Switching Office used by Carrier in performing, inter alia, originating and terminating functions for calls to or from Carrier's Customers.
- 1.41 "North American Numbering Plan" or "NANP" means the system of telephone numbering employed in the United States, Canada, and certain Caribbean countries.
- 1.42 "Numbering Plan Area" or "NPA" is referred to as an area code and the three digit indicator that is defined by the "A", "B" and "C" digits of each 10-digit telephone number within the NANP. Each NPA contains 800 available NXX Codes.
- 1.43 "Number Portability" is as defined in the Act.
- 1.44 "NXX", "NXX Code", or "Central Office Code" means the three digit switch entity indicator that is defined by the "D", "E", and "F" digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.
- 1.45 "Pacific's Service Area" means the geographic areas in the State of California where Pacific provides local exchange telecommunications services as an incumbent LEC.
- 1.46 "Party" means either Pacific or Carrier. "Parties" means both Pacific and Carrier.
- 1.47 "Permanent Number Portability" or "PNP" means a long-term solution to provide Number Portability for all customers and all providers consistent with the Act and implementing regulations.
- 1.48 "Point of Interconnection" or "POI" means the physical demarcation point between Pacific and Carrier. This point establishes the technical interface, the test point(s), and the point(s) for operational division of responsibility between Pacific's network and Carrier's network.
- 1.49 "Rate Center" means a specific geographic point and corresponding geographic area that have been identified by a LEC. NPA-NXX codes that have been assigned to the LEC for its provision of Exchange Services are associated with specific Rate Centers for the purpose of rating calls.
- 1.50 "Rating Point" means the vertical and horizontal ("V&H") coordinates associated with a particular NPA-NXX for rating purposes. The Rating Point need not be in the same location as the switching entity where a telephone number is homed or routed pursuant to the LERG, nor must it be located within the same Rate Center area, but it must be in the same LATA as to which traffic addressed to the relevant NPA is required by Pacific to be routed pursuant to the LERG.
- 1.51 "Routing Point" means the V&H coordinates that a Telecommunications Carrier has designated as the destination for traffic inbound to services provided by that Telecommunications Carrier that bear a certain NPA-NXX designation. The Routing

Point need not be the same as the Rating Point, nor must it be located within the Rate Center area, but it must be in the same LATA as the NPA-NXX. Central Offices are Routing Points for traffic to end users identified by numbers drawn from NPA/NXX designations, as stated in the LERG. Where Carrier has not established Routing Points for its Dedicated NPA-NXX Codes in its own network, the Routing Point shall be the Pacific Access Tandem Switch where traffic to Pacific NXXs in the same NPA is homed.

- 1.52 "Service Access Code" or "SAC Code" is a non-geographic NPA typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 500, Toll Free Service NPAs (8YY), 700, and 900 are examples of SAC Codes.
- 1.53 "Switched Access Service" means an offering of access to services or Facilities for the purpose of the origination or the termination of traffic from or to Exchange Service customers in a given area pursuant to a Switched Access tariff. Switched Access Services include: Feature Group A ("FGA"), Feature Group B ("FGB"), Feature Group D ("FGD"), Toll Free Service, and 900 access.
- 1.54 "Telecommunications Carrier" is as defined in the Act.
- 1.55 "Toll Free Service" means service provided with a dialing sequence that invokes toll-free, (i.e., 800-like) service processing. Toll Free Service includes calls to the Toll Free Service 8YY NPA SAC codes.
- 1.56 "Transit Traffic" means intermediate transport and switching of traffic between two parties, one of which is a Party to this Agreement and one of which is not, carried by the other Party to this Agreement that neither originates nor terminates that traffic on its network while acting as an intermediary.
- 1.57 "Trunk Side" refers to a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as connecting to another switching entity, for example, another Central Office Switch. Trunk Side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.
- 1.58 "Type 1 CMRS Interconnection" or "Type 1" means Trunk Side Message Trunk CMRS Interconnection services, arrangements, and Facilities established between Carrier's switching entity and the trunk side (with line treatment) of Pacific's End Office Switch(es) as technically defined in Bellcore Technical Reference GR-145-CORE and TA-NPL-000912 and as provided in accordance with this Agreement.
- 1.59 "Type 2A CMRS Interconnection" or "Type 2A" means CMRS Interconnection services, arrangements, and Facilities established between Carrier's switching entity and Pacific's Access Tandem Switch(es) as technically defined in Bellcore Technical Reference GR-145-CORE and as provided in accordance with this Agreement.

- 1.60 "Type 2B CMRS Interconnection" or "Type 2B" means CMRS Interconnection services, arrangements, and Facilities established between Carrier's switching entity and a Pacific designated End Office Switch as technically defined in Bellcore Technical Reference GR-145-CORE and as provided in accordance with this Agreement. Type 2B Facilities are only available with SS7 signaling on a one-way basis, mobile to land. When two-way Type 2B facilities are available, Pacific will make them available to Carrier
- 1.61 "Wire Center" denotes a building or space within a building that serves as an aggregation point on a given carrier's network, where transmission Facilities and circuits are connected and switched. Pacific's Wire Center can also denote a building in which one or more Central Offices, used for the provision of Exchange Services and Switched Access Services, are located. However, for the purposes of collocation, Wire Center shall mean those points eligible for such connections as specified in FCC Docket No. 91-141, and rules adopted pursuant thereto.

2. CMRS INTERCONNECTION FOR RECIPROCAL TRAFFIC EXCHANGE

2.1. Technical Provisions. This section provides for the physical connection of the Facilities and equipment of Carrier and Pacific's networks within the State of California for the transmission and routing of land to mobile and mobile to land Exchange Services and Switched Access Services consistent with the requirements of 47 C.F.R. Part 51, § 51.305. Pacific and Carrier will physically connect their Facilities and exchange traffic originating from or terminating to Carrier's Customers over Carrier's network in connection with Carrier's Authorized Services in accordance with the service, operating, and Facility arrangements set forth hereinafter.

2.1.1. CMRS Interconnection shall be available at the trunk side of a Pacific End Office Switch via Type 2B or Type 1 CMRS Interconnection; and at the trunk connection points for a Pacific Tandem Switch via Type 2A CMRS Interconnection. CMRS Interconnection shall also be provided at other technically feasible points in Pacific's network at the request of Carrier and subject to the negotiation of acceptable provisioning arrangements and compensation arrangements that will ensure the recovery of Pacific's costs of providing such Interconnection. The Parties will attach or incorporate as amendments to this Agreement technical descriptions, and if required, descriptions of associated compensation arrangements to cover any such additional interconnection. CMRS Interconnection with Pacific's Operator Assistance and 411 Directory Assistance shall be available at Pacific's End Office Switches via Type 1 CMRS Interconnection, and with NPA 555-1212 Directory Assistance shall be available at Pacific's Tandem Switches via Type 2A CMRS Interconnection.

2.1.2. Interconnection shall be provided at a level of quality equal to that which such Party provides to itself, a subsidiary, an Affiliate, or any other Telecommunications Carrier.

2.1.3. Interconnection Within Each LATA. Unless otherwise agreed herein, Carrier and Pacific will interconnect directly in each LATA in which they exchange Local CMRS Calls and Switched Access traffic.

2.1.4. Single POI Model for Interconnection Facilities. There will be a single physical network interface for each Interconnection Facility on which Carrier and Pacific interconnect in order to exchange Local CMRS Calls, which the Parties shall designate as a POI. This Agreement establishes the responsibilities on each side of the POIs, the Facilities to be established between the Parties' networks, and the appropriate compensation arrangements for exchange of Local CMRS Calls over those Facilities. Each Party shall be responsible for providing its own or leased transport Facilities to route calls to and from the POI. Carrier may construct its own transport Facilities used to route calls to and from the POI, it may purchase or lease from a third party these transport Facilities, or it may purchase these Facilities from Pacific.

2.1.5. CMRS Interconnection POI Options.

Carrier and Pacific shall mutually agree on a POI for each Facility utilized to carry traffic between their respective switches. A POI may be located at:

- a) at the Pacific Wire Center where the CMRS Interconnection Trunks terminate,
- b) at Carrier's switching entity where the CMRS Interconnection or Trunks terminate, or
- c) at another, mutually agreeable location.

2.1.6. Trunk Side Interconnection Options. As set forth below, CMRS Interconnection may be established by means of any, or any combination, of the following options:

- a. NON LATA-WIDE TRUNK SIDE TANDEM TERMINATION INTERCONNECTION AT ONE OR MORE PACIFIC ACCESS TANDEM SWITCHES IN THE LATA. A trunk group will be established between an Carrier switching entity and one or more Pacific Access Tandem Switches in a LATA using Type 2A CMRS Interconnection. Carrier shall only route to a Pacific Access Tandem Switch traffic destined for an NXX that subtends that Access Tandem Switch, as shown in the LERG;

- b. LATA-WIDE TRUNK SIDE ACCESS TANDEM TERMINATION INTERCONNECTION. This is a non-standard (non-LERG) additional routing service. Where requested, and subject to mutually agreed upon terms, a trunk group may be established between Carrier and Pacific at a single, Pacific-designated Access Tandem Switch in a LATA, using Type 2A CMRS Interconnection for termination of all Local CMRS Calls destined for any Pacific End Office Switch that subtends one of Pacific's Access Tandem Switches in that LATA. As of the Effective Date, the LATA-wide Access Tandem Switches are as follows:

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

- c. END OFFICE TO MSC TRUNK SIDE INTERCONNECTION. The Parties may establish direct end office to MSC Interconnection using Type 2B or Type 1 CMRS Interconnection. The Parties will use generally accepted traffic engineering guidelines in determining when to establish such direct end office to MSC trunk groups between their networks, where Facilities and equipment are available.
- d. In the event that Pacific deploys new Access Tandem Switches after the Effective Date, Pacific will provide Carrier with reasonable advance notice of such a change and Pacific will work cooperatively with Carrier to accomplish all necessary network changes.
- e. At any time after the Effective Date, Pacific may introduce new LATA-wide Access Tandem Switches in any part of its network:
- i) For those LATAs that have multiple Access Tandem Switches, Pacific may do so by designating a different Access Tandem Switch (including a newly-opened Access Tandem Switch) as the LATA-wide Access Tandem Switch.

- ii) For those LATAs that only have one Access Tandem Switch, Pacific may do so by opening a new Access Tandem Switch in that LATA and designating one of the Access Tandem Switches as the LATA-wide Access Tandem Switch.

In the event that Pacific designates any new LATA-wide Access Tandem Switches after the Effective Date, Pacific will waive all nonrecurring charges otherwise applicable to Carrier for moving existing trunks from the Access Tandem Switch at which Carrier received LATA-wide termination to the new LATA-wide Access Tandem Switch.

2.1.7. Sizing and Structure of CMRS Interconnection Facilities. The Parties will engineer and maintain the appropriate type of and sizing for Facilities according to mutual forecasts and sound engineering practice, as mutually agreed to by the Parties.

2.1.8. Ancillary Services Traffic. When delivering Ancillary Services traffic to Pacific, Carrier must use at least one (1) Type 1 Interconnection Facility in each LATA, dedicated solely for ancillary traffic, irrespective of the number of Pacific Access Tandem Switches or Type 2A CMRS Interconnections between Pacific and Carrier in that LATA.

2.1.9. Signaling Protocol. The Parties may interconnect their networks using CCS (SS7). Where multi-frequency signaling is currently used, the Parties agree to use reasonable efforts to convert to CCS.

2.2. CMRS Interconnection Trunk Arrangement and Associated Signaling Interconnection.

2.2.1 Trunk Side CMRS Interconnection Terms. Using the Facilities and trunk arrangements described in Section 2.1 above, the Parties shall mutually terminate Local CMRS Calls originating on each other's networks, as described in this Section 2.2.

2.2.2 Unless a LATA-wide Termination option described above is deployed, Carrier shall only deliver terminating traffic over CMRS Interconnection Trunk Groups to a Pacific Access Tandem Switch for those publicly dialable NPA-NXX codes served by End Office Switches that directly subtend the Pacific Access Tandem Switch or those CMRS NXXs or other LEC or Carrier NXXs that directly subtend Pacific's Access Tandem Switch.

2.2.3 All terminating traffic delivered under this Agreement;

i) by Carrier to a non-LATA-wide Access Tandem Switch destined for NPA-NXX codes residing in End Office Switches, CMRS MSCs, or other ILEC or CLEC switches that do not subtend that Access Tandem Switch as documented in the LERG; or

ii) by Carrier to a LATA-wide Access Tandem Switch on a non-LATA-wide trunk group where the traffic is destined for NPA-NXX codes residing in End Office Switches, CMRS MSCs, or other ILEC or CLEC switches that do not subtend that Access Tandem Switch as documented in the LERG; or

iii) by Pacific to a Carrier MSC, where the traffic is destined to NPA-NXX codes residing in a different Carrier MSC as documented in the LERG

is misrouted. The terminating Party shall provide written notice to the originating Party pursuant to Section 22 of this Agreement and, where possible, shall provide verbal and written notice to the appropriate originating Party's Network Manager through the Carrier Account Manager at Pacific that such misrouting has occurred. In the notice, the originating Party shall be given thirty (30) days to cure such misrouting. In the event that the originating Party does not cure the problem within the thirty (30) day period, the terminating Party shall bill and originating Party will pay, in addition to any other normal usage charges, a misroute surcharge for each subsequent misrouted call. This surcharge will be equal in amount to the rate for tandem switching and transport for the call set-up and duration of the misrouted call. In the event that the originating Party has not cured the problem within a sixty (60) day period following the first notice, the misroute surcharge will change to be equal to the rate for end office termination (equivalent to the Type 2B rate) from that point forward.

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

a) when Carrier uses the LATA-Wide Termination option described above, or;

b) when Carrier's MSC serves NXX codes some of which home on a Pacific Access Tandem Switch and some of which home on a non-Pacific Access Tandem Switch. In this case all traffic from the Pacific Access Tandem Switch may be delivered over a direct trunk group to the Carrier MSC regardless of dialed NXX.

2.2.5 Where Carrier delivers miscellaneous calls (e.g., time, weather, Busy Line Verify/Interrupt, California 900, Mass Calling Codes) destined for Pacific, it shall deliver such traffic in accordance with the serving arrangements defined in the LERG.

N11 codes (i.e., 411, 611, 911) shall not be sent between the Parties' networks over Type 2A or Type 2B CMRS Interconnection Trunk Groups. When delivered to Pacific,

Ancillary Services, including N11 codes, will be sent over Type 1 CMRS Interconnection Trunks. However, the Parties shall use reasonable efforts to reconfigure their networks, where possible, to route and bill. Ancillary Services traffic will be sent to Pacific through Pacific's Tandem Switches over Type 2A CMRS Interconnections or via separate interconnection to Pacific's Traffic Operator Position System ("TOPS") switches. This form of access will be available when the Parties successfully complete joint testing, where required, of the access configuration and cooperatively develop the necessary billing and provisioning systems and processes.

2.2.6 Carrier may interconnect to Pacific 911/E911 selective routers or 911 Tandem Offices where available, which serve the LATAs within an MTA in which Carrier provides service, for the provision of 911/E911 services and for access to all subtending Public Safety Answering Points (PSAPs). To the extent that there are any proposed modifications or additions to existing 911/E911 arrangements, the parties shall cooperate to establish such arrangements. In such situations, Pacific will provide Carrier with the appropriate CLLI codes and specifications of the Tandem Office service area. In areas where E911 is not available, Carrier and Pacific will negotiate arrangements to connect Carrier to the 911 service. With respect to all matters relating to 911 /E911 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 regulations of the FCC. The terms and conditions for 911 /E911 service in this agreement may change over time and require renegotiation in the event of customer order changes. Changes in terms or conditions will become effective upon approval of the new contract or amendment providing for such changes.

2.3. Transit Traffic

2.3.1. Pacific will deliver Transit Traffic to and from Carrier. In such a case, Pacific will charge a transit charge to the originating Telecommunications Carrier. Other than the transit charge, Pacific will not bill either the originating or terminating Telecommunications Carrier for transport and termination, which shall be separately negotiated between the originating and terminating Telecommunications Carriers.

2.3.2. Carrier shall not route terminating traffic from an Interexchange Carrier destined for an End Office Switch in Pacific's network over CMRS Interconnection Trunks.

2.3.3 Carrier shall not route traffic to Pacific under this Agreement from a non-CMRS Telecommunications Carrier .

2.3.4. Where Pacific has in place direct Type 2A trunking to an Carrier MSC, Pacific will not deliver calls destined to terminate at that Carrier MSC via another Telecommunications Carrier's Tandem Switch.

2.3.5. Where Carrier's Dedicated NXX Codes subtend another Telecommunications Carrier's Tandem Switch, Pacific may establish trunking directly between Pacific's Tandem Switch and Carrier's MSC for the completion of all land-to-mobile calls destined to terminate to such NXXs.

2.4. Responsibilities of the Parties.

2.4.1. The Parties will continue to review engineering requirements on a semi-annual basis and establish forecasts for trunks and Facilities provided under this Agreement. New trunk groups will be implemented as dictated by engineering requirements.

2.4.2. The Parties shall share the overall coordination, installation, and maintenance responsibilities for CMRS Interconnection Trunks /Trunk Groups.

2.4.3. Carrier and Pacific shall:

- a. Provide trained personnel with adequate and compatible test equipment to work with each other's technicians;
- b. Notify each other when there is any change affecting the service requested, including the due date;
- c. Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure CMRS Interconnection Trunks/Trunk Groups are installed per the interconnection order, meet agreed upon acceptance test requirements, and are placed in service by the due date;
- d. Perform sectionalization to determine if a trouble is located in its Facility or its portion of the CMRS Interconnection Trunks prior to referring the trouble to each other;
- e. Advise each other's Control Office/NOC if there is an equipment failure that may affect the CMRS Interconnection Trunks;
- f. Notify the other Party and obtain the other Party's consent (except in the case of an emergency that threatens the integrity of the network) prior to removing CMRS Interconnection Trunks from service;
- g. In provisioning situations, utilizing the contact names and numbers provided in the disconnect order;

- h. In maintenance situations, utilizing the trouble reporting number set forth below;
- i. Provide each other with a trouble reporting number that is readily accessible and available 24 hours/7 days a week (for Carrier, 800-621-2622; for Pacific, (800) 922-7742);
- j. Provide to each other test-line numbers and access to test lines; each Party will provide test lines that return answer supervision for every NPA/NXX that it opens.

2.4.4 Carrier agrees that it will not market to its Customers, hold itself out, enter into any agreement to provide, or encourage its Customers to use Facilities and services provided hereunder for the provision of services other than Carrier's Authorized Services. To the extent that Carrier seeks to use the interconnection arrangements provided herein to provide services other than two-way CMRS (e.g., paging, other than voice mail routing to a pager, and facilities-based landline service, other than internal administrative traffic), the Parties shall separately negotiate and agree upon the terms and conditions for the exchange of such traffic.

2.5. Installation/Provisioning of Trunks.

2.5.1 Due dates for the installation or conversion of CMRS Interconnection Trunks covered by this Agreement shall be based on Pacific's standard Switched Access Service intervals or mutual agreement of the Parties in accordance with the availability of CMRS Interconnection Trunks and equipment

2.5.2 Both Parties will make their best effort to test, turn up and accept facilities and trunks covered by this Agreement by the agreed-upon due dates. If Pacific fails to meet agreed-upon due dates more than five percent (5%) of the time in a particular month, Pacific will assign a provisioning manager to expedite and restore provisioning performance. This manager will remain assigned to the Carrier account until provisioning performance is restored (95% or greater due dates met) and remains at that level for a period of three (3) consecutive months.

2.5.3 Orders for CMRS Interconnection Trunks and related Facilities will not be canceled, nor may billing commence, prior to service acceptance, when trunk provisioning has been delayed by the unavailability of the underlying facility, unless such cancellation or billing is agreed upon by both Parties.

2.5.4 Orders from Carrier to Pacific to establish, add, change, or disconnect Type 2A, Type 2B, or Type 1 CMRS Interconnection Trunks shall be processed by use of an Access Service Request ("ASR") using Pacific's CESAR (soon to be converted to EXACT) electronic ordering interface, or manually, by facsimile transmission. With

regard to any changes to or replacements of any existing Pacific's ordering system, Pacific will provide Carrier (i) reasonable advance notice of such changes or replacements, (ii) documentation of how the changes or replacements affect Carrier's use of the resulting system, and (iii) a reasonable number of training opportunities regarding any such changes or replacements.

2.5.5. Pacific will provide Design Layout Records to Carrier by one of three methods.

- a. By mail;
- b. By facsimile; or
- c. By electronic transmission (when available).

2.5.6. Pacific will contact the Carrier installation contact on CMRS Interconnection Trunk orders no later than the plant test date to begin performing installation work.

2.6. Trunk Servicing.

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

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

2.6.2. Orders that comprise a major project that directly impacts the other Party may be submitted at the same time, and their implementation shall be jointly planned and coordinated. Major projects are those that require the coordination and execution of multiple orders or related activities between and among Pacific and Carrier work groups, including but not limited to the initial establishment of CMRS Interconnection Trunk Groups and service in an area, Designated NXX Code relocations, re-homes, Facility grooming, or major network rearrangements.

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

2.7. Trunk Forecasting.

2.7.1. The Parties shall work towards the development of joint forecasting responsibilities for traffic exchange over CMRS Interconnection Trunk Groups. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated on a nondiscriminatory basis as Facilities and/or equipment are available. The Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when Facilities are not available. Intercompany forecast information must be provided by the Parties to each other twice a year. The semi-annual forecasts shall include:

- a. Forecasted trunk quantities (which include measurements that reflect actual tandem and end office CMRS Interconnection Trunks and tandem-subtending CMRS Interconnection end office equivalent trunk requirements) for two (2) years (current, and plus-1) by half year;
- b. The use of Common Language Location Identifiers ("CLLI-MSG"), which are described in Bellcore documents BR 795-100-100 and BR 795-400-100;
- c. A description of major network projects that affect the other Party. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either Party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

2.7.2. If differences in semi-annual forecasts of the Parties vary significantly, the Parties shall meet, review and reconcile their forecasts.

2.7.3. If a trunk group is under seventy-five percent (75%) of centum call seconds (ccs) capacity on a peak basis for each month of any six (6) month period, and the trunk group in question is utilized to carry traffic originated by both Parties, either Party may contact the other to discuss resizing the trunk group. Neither Party will unreasonably refuse a request to resize the trunk group.

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

2.8 Blended Rate

In the Parties' previous interconnection agreement, a blended rate was offered by Pacific. Pacific is not offering a blended rate in this Agreement for new Interconnection Trunk Groups, but is grandfathering such rate so that Carrier need not convert existing Facilities using blended rates as of the Effective Date. The grandfathered blended rate is as follows:

Blended Usage Rate for Type 2A (in addition to the Type 2A rates set forth in Section 3.1.2):

\$.0027 per Conversation MOU

3. COMPENSATION FOR LOCAL CMRS INTERCONNECTION

3.1. Compensation for Call Transport and Termination.

3.1.1 The Parties agree that the following rates shall apply for Local CMRS calls.

3.1.1.1 Mobile Originated Calls

3.1.1.1.a Where the Parties interconnect their networks using Type 2A interconnection, termination of mobile originated Local CMRS Calls shall be at the Type 2A non-LATA-wide Access Tandem rate except for Section 3.1.1 b.

3.1.1.1.b The Type 2A LATA-wide rate shall apply to any Carrier-originated traffic delivered to the designated Pacific LATA-wide Access Tandem on a trunk group designated by Carrier for the delivery of LATA-wide traffic.

3.1.1.1.c Where Parties interconnect their respective networks utilizing Type 1 or Type 2B CMRS Interconnection, termination of mobile originated Local CMRS Calls shall be at the respective Type 1 or Type 2B rate.

3.1.1.2 Land Originated Calls

3.1.1.2.a The Type 2A rate shall apply to any Pacific originated traffic delivered to a Carrier MSC.

3.1.2 Local CMRS Calls.

3.1.2.1 Rates for Type 2A and Type 2B CMRS Interconnection. The following rates (mobile-to-land and land-to-mobile) shall apply for Local CMRS Calls exchanged using Type 2A and Type 2B CMRS Interconnection. These rates are determined by the Interconnection Equations set forth in Attachment II. These rates are based on the CPUC proposed Open Access and Network Architecture Development ("OANAD") rate elements listed in Attachment II. If there is any change in these rate

elements when the CPUC issues its final order in the OANAD proceeding, these rates will be adjusted according to the Interconnection Equations in Attachment II using the final order rate element amounts.

- a) TYPE 2A (LATA-WIDE TERMINATION), based on the elements set forth in Attachment II:

\$0.008279 set-up per Completed Call,
and

\$0.004467 per Conversation MOU;

- b) TYPE 2A (NON-LATA-WIDE TERMINATION), based on the elements set forth in Attachment II:

\$0.008130 set-up per Completed Call,
and

\$0.004164 per Conversation MOU;

- c) TYPE 2B, based on the elements set forth in Attachment II:

\$0.007000 set-up per Completed Call,
and

\$0.001870 per Conversation MOU.

- 3.1.2.2 Rates for Type 1 CMRS Interconnection. The following rates shall apply to Type 1 CMRS Interconnection. The usage rates below shall not apply to Type 1 Connections dedicated to Ancillary Services. For these connections, only Tariff charges shall be applied to the Ancillary Services provided.

\$0.013965 set-up per Completed Call,
and

\$0.006990 per Conversation MOU.

- 3.1.2.3 Additional Interconnection Rates and Charges. The terms, conditions, rates, and charges for CMRS Service Elements, CMRS Trunks, and Special Access Connections are referenced in Attachment I to this Agreement.

- 3.1.2.4 Rate Structure Change. In the event that the Commission by final order in its OANAD proceeding adopts additional rate elements or rate elements that differ in any substantive manner from the components for local switching, common and shared transport, or tandem switching

listed in Attachment II to this Agreement, the Parties shall renegotiate the rates for those components in accordance with the Commission's final order in OANAD within thirty (30) days. The rates provided in this Section will apply until such negotiations are completed.

- 3.1.2.5 True-up to Final Order Rates. Once the rates based on the elements in the CPUC final order in the OANAD proceeding are effective under Section 3.1.2.1 or 3.1.2.4 above, the Parties shall true-up compensation for Type 2A and Type 2B CMRS Interconnection from the Effective Date of this Agreement forward to the date that the OANAD final order becomes effective, using the rates set forth in section 3.1.2.1 or 3.1.2.4 above, such that each Party shall receive the level of compensation it would have received had the rate elements been in effect as of the Effective Date. The true-up of compensation shall be done within ninety (90) days after the date that the OANAD final order becomes effective.

3.1.3 Transit Calls.

- 3.1.3.1 An originating Party shall pay the following tandem transit rate when it uses the other Party's Access Tandem Switch ("the Tandeming Party") to originate a call to a third party Telecommunications Carrier:

\$0.001130 set-up per Completed Call,

and

\$0.000670 per Conversation MOU.

- 3.1.3.2 Once the rate elements in the final order by the Commission in its OANAD proceeding become effective, the tandem transit rate shall be determined by the applicable equation in Attachment II using the rate element amounts in the final order.
- 3.1.3.3 Once the rate elements in the final order by the Commission in its OANAD proceeding become effective, the Parties shall true-up compensation for tandem transit pursuant to the procedure in Section 3.1.2.5.
- 3.1.3.4 The Parties agree that it is incumbent on the originating Party to establish billing arrangements directly with other third party Telecommunications Carriers to which it may originate traffic by means of arrangements provided by the Tandeming Party. In the event that Carrier does send traffic through Pacific'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 Pacific for compensation, Pacific will advise both Carrier and the third party Telecommunications Carrier that they need to resolve the matter between themselves. If Pacific does so, then Carrier agrees to indemnify Pacific for any termination charges Pacific subsequently is ordered by a regulatory agency or court to pay such third party Telecommunications Carrier for such traffic. In the event of any such proceeding, Pacific agrees to allow Carrier to participate as a party.

- 3.1.3.5 If either Party originates a call destined for termination to the other Party, but delivers that call to the other Party through a switching entity of another Telecommunications Carrier, the terminating Party shall be entitled to charge transport and termination rates as set forth in Section 3.1.2, above. The originating Party shall also be responsible for paying tandem transit rates, if any are charged by another Telecommunications Carrier.
- 3.1.3.6 The terminating Party shall not charge the Tandeming Party for calls that are terminated to it via transit arrangements provided by the Tandeming Party.
- 3.1.3.7 When Carrier uses a Pacific Access Tandem Switch to transit a call to another LEC End Office Switch, and that LEC is a member of the California Toll Pool ("Pooling LEC"), Pacific will bill, and Carrier will pay to Pacific, the applicable Type 2A CMRS Interconnection rate set forth above in Section 3.1.2. Pacific will remit such revenues, minus revenues from transiting, to the California Toll Pool. When a Pooling LEC originates a call that terminates to one of Carrier's Designated NXXs, Carrier will bill, and Pacific will pay to Carrier, the same rate as if the call originated were originated on Pacific's network.

3.2. Other Terms for Reciprocal Call Transport and Termination.

3.2.1 Exclusions. Reciprocal compensation shall apply solely to the transport and termination of Local CMRS Calls, and shall not apply to any other traffic or services, including without limitation:

- a. interMTA traffic;
- b. Transiting Traffic (except for pooling traffic as described in section 3.1.3.7 above;

- c. traffic which neither originates nor terminates on Carrier's network;
- d. traffic which neither originates nor terminates on Pacific's network; and
- e. Paging Traffic (to be negotiated under a separate interconnection agreement).

3.2.2. The Parties agree that ESP/ISP traffic between them, if any, is presently de minimus. At such time as either Party can economically track and measure such traffic, such Party may remove such traffic from the calculation of reciprocal compensation between the Parties by providing to the other Party appropriate evidence of the existence of such traffic. Records will be retained of all such removed traffic. Upon the conclusion of FCC proceeding CC Docket No. 99-98, the compensation rate established in that proceeding applicable to ESP/ISP traffic (or, if no such rate is established in that proceeding, a compensation rate otherwise established pursuant to the requirements of such proceeding) shall be applied to all removed traffic as described above.

3.2.3 Measuring Calls as Local CMRS Calls. In order to measure whether traffic is Local CMRS Calls for purposes of calculating Reciprocal Compensation, the Parties agree as follows:

- 3.2.3.1 For Pacific, the origination or termination point of a call shall be the end office that serves, respectively, the calling or called party at the beginning of the call.
- 3.2.3.2 For Carrier, the origination point of a call shall be the cell site/base station which serves, respectively, the calling or called party at the beginning of the call.

3.2.4 Billing And Recording.

- 3.2.4.1 a.) Pacific and Carrier shall each perform the necessary call recording and rating for its respective portions of an exchanged call in order to invoice the other Party.
- b.) The Parties recognize that Carrier currently may not have the technical systems in place to measure and bill Pacific pursuant to Section 3 of this Agreement. Until Carrier has implemented systems that can correctly identify Pacific originated traffic terminating on Carriers network exclusive of traffic from other sources, which include but are not limited to, transiting traffic, ported number traffic, call forwarded traffic from a third party

LEC, traffic originated by other carriers using partial Pacific Bell Number blocks e.g. Type 1 traffic, Inter-MTA traffic, and IXC handled traffic, a surrogate billing method shall be employed for land to mobile traffic as follows. Carrier shall bill Pacific, and Pacific agrees to pay Carrier pursuant to such bills, the charges due under this Section 3, based on Pacific's monthly bill to Carrier. The land to mobile Completed Call setups and Conversation Time minutes of use shall be equal to the mobile to land Completed Call setups and Conversation Time minutes of use multiplied by a surrogate billing factor of Thirty-three and one third percent (33.33%).

c.) Carrier represents that this surrogate billing factor (33.33%) used in (b.) above is based on a reasonable determination. Carrier shall make such determination and its support available to the other Party upon request. Six months after the Effective Date of this Agreement, and every twelve (12) months thereafter, each Party may perform a study (available to the other on request) to ensure the Parties are using an accurate surrogate billing factor.

3.2.4.2 The Parties agree that the invoices exchanged between them will contain the following information:

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

3.2.4.2.2 The Parties will issue invoices for usage and Facilities. Usage charges will be billed in arrears based on the agreed upon rates set forth in Section 3.1.2 and 3.1.3 of the Agreement. Facility charges will be billed in advance from Pacific and will be based on the charges in Attachment I to the Agreement. Any fractional monthly charges and credits for Facilities incurred during the bill period may be reflected on the invoice for that bill period or the following bill period. Carrier will bill Pacific under separate invoice for Pacific's proportionate share of facilities, as stated within Section 3.3.2. Per unit rate elements (or rates), either in detail or combined, will be displayed on both Parties invoices for all charges (usage and/or facilities).

3.2.4.2.3 Carrier will bill Pacific by state, based on the terminating location of the call. Carrier will display the Common Language Location Identifier code(s) of the Point of Interconnection where the exchange of traffic between Pacific and Carrier takes place as well as

the number of calls and Conversation MOUs for each inbound trunk route. Pacific will bill Carrier by the End Office/Tandem Switch, based on the terminating location of the call and will display and summarize the number of calls and Conversation MOUs, for each terminating office.

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

3.2.4.2.5 Invoices between the Parties will be provided on paper and will be the primary bill, unless a mechanized format is mutually agreed upon and subsequently designated in writing by both Parties as the primary bill.

3.2.4.2.6 Invoices will be based on Conversation MOUs for all completed calls and are measured in total conversation time seconds, which are totaled for the monthly billing cycle and then rounded up to the next whole minute.

3.2.5. The Parties agree to resolve any billing or record exchange disputes pursuant to the Dispute Resolution provisions set forth in Section 32 of this Agreement.

3.3. Terms and Compensation for Use of Facilities for Local CMRS Interconnection.

3.3.1. CMRS Interconnection Transport Arrangements.

The Parties will interconnect their networks using digital Facilities of at least DS-1 transmission rates, except for Type 1 CMRS Interconnection arrangements, where the DS-1 minimum will not be applicable.

3.3.2. CMRS Interconnection Transport Charges

3.3.2.1 Charges shall be determined by Pacific's tariff.

3.3.2.2 To determine the amount of compensation due Carrier for the transport of land to mobile traffic originating on Pacific's network and terminating on Carrier's network, the Parties will jointly develop fair and equitable methods of compensation, based on their proportionate use of Carrier's Facilities. Facilities will include DS1, DS3, and OC Ring configuration including associated trunks that support Land to Mobile traffic on Type 1, Type 2A, and Type 2B CMRS

Interconnections. Trunks that carry ancillary services traffic are to be excluded.

3.3.2.2.1 The method will be based on an analysis of individual Facility utilization assessments and expressed as a unit cost methodology, whereby an average unit cost factor is developed and used to determine a usage rate, that can then be applied to the actual land to mobile Conversation MOUs originating on Pacific's network and terminating on Carrier's network. The template for these calculations, will be set forth in Attachment "Transport Compensation", which will be jointly developed between the Parties within thirty (30) days of the Agreement being signed.

3.3.2.3 Each Party reserves the right to discontinue the use of all, or a portion, of the other Party's transport network for delivering Local CMRS Calls in favor of an alternate, less costly transport solution.

3.3.2.4. The Parties will compensate one another for their proportionate use of any alternate transport provided under Section 3.3.2.3 above according to the same methods developed in Section 3.3.2.2.

3.3.2.5 The Parties agree to adjust the method calculations under Section 3.3.2.2 above, and calculated on Attachment "Transport Compensation", following significant changes affecting the network. This adjustment will take place no more than three (3) times in a calendar year.

3.3.2.6. Carrier and Pacific are presently interconnected at numerous points in each LATA throughout Pacific's Service Area. Each Party has provided the other with Interconnection at various reasonable points on its network in each LATA or tandem serving area. Having reviewed one another's network configurations, the Parties agree that their present network design and resulting Interconnection arrangements, taken as a whole and on balance, impose a reasonable allocation of transport and switching costs upon each Party and constitute one form of reliable and economically efficient Interconnection.

3.3.2.7. The Parties agree that reliable and economically efficient Interconnections require, among other things, that Interconnection points between the Parties' networks be within reasonable proximity to each other, based on the joint planning and forecasting requirements, in order to keep transport costs balanced for the exchange of Local Traffic; and that routing flexibility be maintained, to allow the use of less costly shared or common transport within each Party's network to permit the use of the shortest available dedicated link between the

Parties' networks for traffic exchange, consistent with LERG routing guidelines.

3.3.2.8 The parties therefore agree that they will not impose dedicated transport compensation obligations on the other Party over interconnection facilities that exceed 50 miles. The parties further agree that the Type 1 interconnection method is not well suited for delivery of land to mobile traffic due to the routing restrictions imposed by the line treatment of the trunk. The Parties agree therefore that they will avoid use of the Type 1 interconnection whenever feasible, and when use of Type 1 is required, will not impose dedicated transport compensation obligations that exceed 12 miles. Pacific acknowledges that Carrier currently utilizes the Type 1 interconnection in some instances and agrees not to require conversion of these Type 1 interconnections that exist as of the date of this Agreement.

3.4. Charges and Payment.

3.4.1. Subject to the provisions of Section 3.4.6 below, each Party agrees to pay the other all rates and charges by the earlier of (i) the payment date, which may be set no earlier than thirty (30) days after the bill date, or (ii) the next bill date (i.e. the same date in the following month as the bill date). The undisputed portions of all bills are to be paid when due.

3.4.2. Usage-sensitive charges hereunder shall be billed monthly in arrears by both Parties.

3.4.3. All nonusage-sensitive monthly charges shall be billed by Pacific monthly in advance, except those charges due for the initial month, or a portion of the initial month during which new items are provided, will be included in the next bill rendered.

3.4.4. All interconnection Facilities charges owed to Carrier by Pacific under Section 3.3, above, shall be billed by Carrier to Pacific forty-five (45) days following receipt by Carrier of Pacific's invoice.

3.4.5. Late Payment Charge. Bills will be considered past due thirty (30) days after the bill date or by the next bill date (i.e., same date as the bill date in the following month), whichever occurs first, and are payable in immediately available U.S. funds. If the amount billed is received by the billing Party after the payment due date or if any portion of the payment is received by the billing Party in funds which are not immediately available to the billing Party, then a late payment charge will apply to the unpaid balance. The late payment charge will be as set forth in Pacific's tariff Schedule 175-T, Section 2.4.1.

3.4.6 Billing Disputes. The billed Party has sixty (60) days after the receipt of the invoice to officially dispute, in writing, the charges which have been withheld from the billing Party. Such billing dispute will include specific invoice and dispute detail for the billing Party to be able to properly investigate the dispute. If the appropriate billing contacts are unable to resolve the dispute within sixty (60) days after receipt of the written billing dispute, the issue may be escalated to appropriate business representatives who will then have thirty (30) days to resolve the dispute. In the event that the billing dispute cannot be resolved by the appropriate business representatives, either Party may commence a dispute resolution in accordance with the Dispute Resolution provisions set forth in Section 32 of this Agreement.

3.4.7. Backbilling. Charges for all services provided pursuant to this Agreement may be billed by the billing Party for up to six (6) months after the initial date service was furnished. The billed Party may dispute such charges in accordance with Section 3.4.6 above.

3.4.8 Backcredits. Neither Party may request credit for any billing by the other Party pursuant to this Agreement more than six (6) months after the date of the bill on which the service or facility was billed, except for charges disputed pursuant to Section 3.4.6 above. If the request for credit leads to a billing dispute, such dispute shall be in accordance with Section 3.4.6 above. This sub-section shall not apply to requests for credit when the true-ups are provided for in this Agreement.

3.4.9. Tariffed Services. Where charges specifically refer to tariffed charges, then those tariffed charges and those alone shall be deemed amended to conform to any authorized modifications that may hereafter occur to the tariff rates for such equivalent Facilities and arrangements. Such amendments shall become effective upon the effective date of tariff modifications. Pacific shall provide Carrier with notice, at the time of filing, of the filing of any such tariff modifications.

3.4.10. Surcharges and Surcredits. The rates and charges for Facilities and serving arrangements provided pursuant to this Agreement are subject to the applicable surcharges listed in Pacific's intrastate tariffs.

3.4.11. Taxes. Each Party may charge and collect from the other, as applicable, appropriate federal, state, and local taxes. Where the billed Party notifies the other and provides appropriate documentation of exemption, the billing Party will not collect such taxes. In the event of a dispute between the Parties as to the exempt status of the billed Party, the billing Party will continue to charge and collect and the billed Party will continue to pay the tax until the billed Party provides the billing Party with appropriate affirmative documentation of the exempt status.

3.5. Intercept Arrangements.

3.5.1. The Parties shall provide voice intercept recorded announcement and/or distinctive tone signals to the calling Party when a call is directed to a number within one (1) of its NXX Code(s) that has not been assigned to a customer.

3.5.2. When either Party's network is not able to complete a call because of a malfunction in the other's network or other equipment, the Parties will, when possible, either divert the call to an operator or provide a recorded announcement to the calling party advising that the call cannot be completed.

3.5.3. Wherever a call is directed to a voice intercept recorded announcement by the terminating Party, the terminating Party shall not provide Answer Supervision.

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

4.1. This Section 4 provides the terms and conditions for the exchange of traffic between Carrier's network and Pacific's network for Switched Access to IXC's, thus enabling Carrier end users to access IXC's for the transmission and routing of interMTA and interLATA calls.

4.2. IXC Traffic

4.2.1. Carrier may order Equal Access Trunks in order to provide for access to IXC's through Pacific's network.

4.2.2. Carrier may send traffic to IXC's via Pacific over Equal Access Trunks or Type 1 trunks.

4.2.3. Pacific may send traffic from IXC's to Carrier over CMRS Interconnection Trunks, Equal Access Trunks, or Type 1 trunks.

4.2.4. If traffic is handed from Pacific directly to an IXC, from Carrier directly to an IXC, from Carrier to an IXC via Equal Access trunks, or from an IXC directly to Pacific, access charges shall not apply to Carrier.

4.3. InterMTA Traffic

4.3.1. For the purpose of compensation between Pacific and Carrier under this Agreement, InterMTA Traffic is subject to Pacific's Switched Access tariffs.

4.3.2. To the extent that such traffic cannot be measured, interMTA factors (mobile to land and land to mobile) will be developed by Carrier to determine the amount of InterMTA Traffic. Carrier will provide an analysis to Pacific, upon request, to explain the derivation of the percent interMTA factors.

- 4.3.3. Based on its analysis as of the Effective Date, Carrier states that the initial interMTA factor under this Agreement is one percent (1%).

5. COLLOCATION

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

6. NONDISCRIMINATORY ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS OF WAY

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

7. NUMBERING

It shall be the responsibility of each Party to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Pacific nor Carrier shall charge each other for changes to switch routing software necessitated by the opening of NPA or NXX codes. If either Party is authorized to recover its costs for changes to switch routing software necessitated by the opening of NPA or NXX codes, the Parties shall reimburse each other's costs according to such authorization.

The Parties shall comply with Central Office Code Assignment Guidelines, as currently specified in INC 95-0407-008, in performing the electronic input of their respective number assignment information into the Routing Database System.

The Parties shall cooperate to reassign the routing V&H and the Common Language Location Identifier ("CLLI") of Dedicated NXX Codes from Pacific'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 NXX Codes into its network. The Parties agree to cooperate in order to complete the transfer of all codes no later than June

30, 2000. Until an NXX code is reassigned, it will continue to be temporarily assigned to Pacific's network as shown in the LERG.

8. NUMBER PORTABILITY

The Parties agree to implement Permanent Number Portability ("PNP"), in compliance with FCC or Commission orders, within and between their networks as soon as technically feasible, but no later than the schedule established by the FCC or the Commission.

Each Party shall recover its costs for PNP in accordance with FCC or Commission orders.

Except as otherwise agreed between the Parties in writing, to the extent that a Party performs a query or is required to perform a query, that Party will perform its own queries or purchase this service from Pacific Bell or other third party providers for PNP calls on an N-1 basis, where N is the entity terminating the call to the user.

The Parties shall cooperate in conducting testing to ensure interconnectivity between their networks. Each Party shall inform the other of any network updates that may affect the other's network and shall, at the other's request, perform tests to validate the operation of the network.

Prior to the date that PNP is implemented by both Parties, the Parties agree to cooperatively establish terms, conditions, and procedures for porting telephone numbers.

9. TROUBLE REPORTING

- 9.1. The Parties will cooperatively plan and implement coordinated repair procedures for the CMRS Interconnection Trunks and Facilities to ensure trouble reports are resolved in a timely and appropriate manner.

10. CHANGE IN SERVICE ARRANGEMENTS

- 10.1. Charges associated with changes in Carrier's Interconnection arrangements are in addition to other applicable charges. Change charges are as set forth in Pacific's Tariff Schedule Cal. PUC No. 175-T, Section 5.

11. ALLOWANCES FOR TRUNK INTERRUPTIONS

- 11.1. Carrier shall, upon request, be credited an amount for the period during which CMRS Interconnection Trunks are out of service due directly to a failure of Pacific's switching equipment:
- 11.2. For CMRS Interconnection Trunks, interruptions on a per DS-1 termination basis, no credit shall be allowed for an interruption of less than twenty-four (24) hours. Carrier shall be credited for an interruption of twenty-four (24) hours or more at the rate of one-thirtieth (1/30th) of the applicable monthly recurring rate.
- 11.3. The interruption period starts when an out of service condition is reported to Pacific and ends when the trunks are restored to service. Claims for reimbursement under this Section must be made in writing within thirty (30) days of the occurrence and shall be payable within thirty (30) days of such notification. Credit allowances for interruption or for a series of interruptions shall not exceed the monthly recurring rate for the service interrupted in only one monthly billing period.
- 11.4. No credit allowance will be made for: (i) interruptions caused by the Facilities used to provide CMRS Interconnection; (ii) interruptions where Carrier has released the trunk to Pacific for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during that time which was negotiated with Carrier prior to the release of this service; or (iii) an interruption or a series of interruptions resulting from a common cause for amounts less than one dollar (\$1.00).

12. NETWORK MANAGEMENT

- 12.1. Protective Controls. Any Party may use or request protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic to or from each other's network, when required to protect the public switched network from congestion due to Facility failures, switch congestion, or failure or focused overload. The Parties will immediately notify each other of any protective control action planned or executed.
- 12.2. Expansive Controls. Where the capability exists, originating or terminating traffic reroutes may be implemented by any Party to temporarily relieve network congestion due to Facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when the Parties mutually agree.
- 12.3. Mass Calling. The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, in order to prevent or mitigate the impact of these events on the public switched network.
- 12.4. Network Harm. Both Parties shall work cooperatively to prevent use of any service provided in this Agreement in any manner that interferes with third parties in the use of their service, prevents third parties from using their service, impairs the quality of service

to other carriers or to either Party's Customers, causes electrical hazards to either Party's personnel, damage to either Party's equipment, or malfunction of either Party's billing equipment.

- 12.5. High Volume Calling Trunk Groups. The Parties shall cooperate to establish separate trunk groups for the completion of calls to high volume Customers.

13. LIABILITY AND INDEMNITY

- 13.1. Neither Party assumes any liability for any act or omission of the other in the furnishing of its service to its Customers solely by virtue of entering into this Agreement.
- 13.2. Except as otherwise stated in this Section 14, and except for damages resulting from gross negligence or willful misconduct, the liability of each Party for damages arising out of delays in installation, maintenance, or restoration of Facilities, services, or arrangements or out of mistakes, omissions, interruptions, or errors or defects in transmission occurring in the course of exchanging traffic over the Facilities, services or arrangements described herein shall in no event exceed the amount of the allowance, if any, available under the applicable Tariff.
- 13.3. Each Party agrees to reimburse the other for damages to premises or equipment resulting from the installation, maintenance, or removal of Facilities, services, or arrangements, if caused by negligence or willful act of the reimbursing Party.
- 13.4. Each Party shall reimburse the other for any loss through theft of Facilities or services, by or through employees of the reimbursing Party while on the premises of the other.
- 13.5. The Parties shall cooperate with each other in the defense of any suit, claim, or demand by third persons against either or both of them arising out of the interconnection arrangements and exchange of traffic hereunder including, without limitation, Workers' Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications.
- 13.6. Neither Party shall be required to reimburse the other for any claim or loss pursuant to this Section 14 where the amount in controversy is less than two hundred and fifty dollars (\$250.00).
- 13.7. Neither Party shall be liable to the other in connection with the provision or use of services offered under this Agreement for indirect, incidental, consequential, or special damages, including (without limitation) damages for lost profits, regardless of the form of action, whether in contract, indemnity, warranty, strict liability, or tort.

14. PATENTS

- 14.1. With respect to claims of patent infringement made by third persons, Pacific and Carrier shall defend, indemnify, protect and save harmless the other from and against all claims arising out of the improper combining with or use by the indemnifying Party of any circuit, apparatus, system or method provided by that Party or its subscribers in connection with the Facilities, services or arrangements furnished under this Agreement.
- 14.2. No license under patents is granted by either Party to the other, or shall be implied or arise by estoppel with respect to any circuit, apparatus, system, or method used by either Party in connection with any Facilities, services, or arrangements furnished under this Agreement.

15. RECORDS

- 15.1. Each Party will keep adequate records of its operations and transactions under this Agreement and shall furnish to the other Party such information as may be reasonably required for the administration of this Agreement. Records required under this Agreement are subject to the confidentiality provisions of Section 20 of this Agreement.
- 15.2. The Parties shall, upon reasonable request, furnish copies or otherwise make available to each other the licenses and other Federal and, if applicable, State regulatory authorizations and its filed tariffs or other published schedules of charges pertaining to the traffic to be exchanged hereunder. In the event that Carrier possesses requisite authority, but the regulatory agency involved has not issued a formal document of authorization, Pacific shall accept, as satisfying the requirements of this provision, the notice granting authorization in the agency's official publication(s).

16. TERM AND TERMINATION

- 16.1. Except as provided herein, the Parties agree to interconnect pursuant to the terms defined in this Agreement until December 1, 2001.
- 16.2. After December 1, 2000, either Party may request negotiations between the Parties for new rates, terms, and conditions of the CMRS Interconnection arrangements. Such negotiations shall begin within thirty (30) days after delivery of such a request. Any resultant new CMRS interconnection agreement shall be effective when approved by the Commission or upon such other date as is agreed to by the Parties in the agreement itself.
- 16.3. This Agreement shall continue in effect until:
 - 16.3.1. a regulatory or judicial body approves a negotiated new interconnection agreement between the Parties for the Service Areas covered by this Agreement;
or

- 16.3.2. an arbitrated new interconnection agreement between the Parties for the Service Areas covered by this Agreement becomes effective.
- 16.3.3. this Agreement is terminated in accordance with the terms of this Section 17.
- 16.4. The Parties agree that, except as otherwise provided in this Agreement, the rules and timeframes of Section 252 of the Act shall apply to any request for a new interconnection agreement initiated under Section 17.2. This includes arbitration by the Commission in the timeframes established in Section 252 of the Act.
 - 16.4.1. If, for any reason, the Commission declines to arbitrate issues resulting from the negotiations, either party may petition the FCC to arbitrate such issues.
 - 16.4.2. If, for any reason, the FCC declines to arbitrate issues resulting from the negotiations, either party may request binding commercial arbitration, which shall be governed by the rules of the American Arbitration Association, except as the Parties agree to modify such rules.
- 16.5. Notwithstanding any other provisions of this Agreement, this Agreement may be terminated at any time as mutually agreed upon by the Parties in writing.
- 16.6. Notwithstanding any other provisions of this Agreement, in the event Carrier intends to cease providing its Authorized Services, Carrier shall communicate this intent to Pacific in writing at least sixty (60) days prior to the time Carrier intends to cease providing its Authorized Services. If it sends such a communication, Carrier may terminate this Agreement as part of that same advance written notice, subject to payment for Facilities or arrangements provided or for costs incurred.
- 16.7. Violation Of or Refusal to Comply with Provisions of Agreement:
 - 16.7.1. Either Party may provide thirty (30) days written notice to the other of repeated or willful material violation of, or refusal to comply with, the provisions of this Agreement.
 - 16.7.2. If such material violation or refusal has continued uncured for thirty (30) days following receipt of such written notice by the defaulting Party, the other Party may terminate this Agreement on thirty (30) days written notice.
 - 16.7.3. The terminating Party shall notify the FCC and the Commission and concurrently give the other Party written notice of the prospective date and time of discontinuance of service.
- 16.8. Immediate Termination:

- 16.8.1. This Agreement shall immediately terminate upon the permanent suspension, revocation, or termination by other means of either Party's authority to provide services over its network and shall be suspended during periods of temporary suspension, revocation, or termination of such authority.
- 16.8.2. Notwithstanding such termination, the terminating Party shall notify in writing the Party who has lost its authority, not less than thirty (30) days prior to discontinuing the interconnection arrangements provided hereunder.
- 16.8.3. At such time the terminating Party will also notify in writing the FCC and the Commission of the prospective discontinuance.
- 16.9. Upon termination of this Agreement, the monthly charges payable under the Agreement shall be prorated to the date of termination, provided that the Facility or arrangement for which such charge is levied has been in service for more than one (1) month. Otherwise, the full monthly charge shall be due on termination, together with any applicable non-recurring charges.
- 16.10. If this Agreement is terminated for any reason and the Parties continue to provide services hereunder, then the terms and conditions contained herein shall continue to apply to such services until a new contract between the Parties is in place, unless otherwise agreed.

17. REGULAR MEETING

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

18. DEPOSITS

- 18.1. Each Party ("Requesting Party") may, in order to safeguard its interests, require that the other Party, if it has a proven history of late payments or has not established credit, to make a deposit to be held by the Requesting Party as a guarantee of the payment of charges.

19. CONFIDENTIALITY

- 19.1. In light of the confidential nature of the non-public, proprietary information that may be developed and owned by the Parties during the term of this Agreement, or that may be

used by the Parties, or their officers, employees, agents, or affiliates or their officers, employees, or agents, in the performance of their Customer obligations, each Party hereto will (and will not cause or permit any of its officers, employees or agents or its affiliates or their officers, employees or agents to do otherwise) receive and treat all confidential, proprietary, non-public information so developed, including without limitation, the systems, engineering and other technical data, forecasts, business records, correspondence, cost data, customer lists, estimates, market surveys, traffic data, trade secrets and other trade information (the "Information") as confidential, and keep, file and store such Information together with any notes or other material incorporating or relating to the Information, in a manner consistent with its confidential nature. All such Information, except the types of Information specified in Section 20.2, shall be conspicuously marked as "Confidential."

- 19.2. Any information that (i) is now in or subsequently enters the public domain through means other than direct or indirect disclosure by any Party hereto in violation of the terms of this Agreement or by any other person or entity in violation of an obligation of confidentiality; (ii) is, with the exception of traffic information, already in the possession of the Party receiving such information free of any obligation of confidence to any Party; (iii) is lawfully communicated to the Party receiving the information by a third party free of any confidential obligation; or (iv) is independently developed by the receiving Party, shall not constitute "Information" hereunder.
- 19.3. Any traffic or billing data provided by either Party to implement the terms of this Agreement shall be considered Confidential and shall be disclosed only to those persons who have a need to see the information to implement the terms of this contract. Neither Party shall permit traffic or billing data to be disclosed to any Affiliate or subsidiary corporation that provides services that compete with the other Party.
- 19.4. Notwithstanding the above, information required to be disclosed by a Party to a legislative, regulatory, or judicial body may be so disclosed; however, the Party so releasing information proprietary to the other Party shall notify that Party prior to the release of said information and if requested shall seek confidential status of said information with the requesting body.

20. NO WAIVER

- 20.1. The failure of either Party to insist upon performance of any of the terms and conditions of this Agreement in any one or more instances shall not be construed as a waiver or relinquishment of any such terms, covenants, and conditions, but the same shall be and remain in full force and effect.
- 20.2. The Parties acknowledge and agree that by executing this Agreement, neither Party waives any of its rights, remedies, or arguments with respect to any regulatory or judicial decisions.

21. NOTICE

- 21.1. The written notices provided for herein (other than trouble reports and notice of interruption) shall be given by fax and by posting by certified mail to Carrier, return receipt requested, addressed as follows:

Director – Wireline Interconnection
GTE Wireless
One GTE Place
Alpharetta, GA 30004
Phone: 678-339-4279
Fax: 678-339-8554

With a copy to:

Contracts Counsel
GTE Wireless
One GTE Place
Alpharetta, GA 30004
Phone: 678-339-4967
Fax: 678-339-8668

and to Pacific addressed as follows:

Director – Wireless Marketing
Four Bell Plaza, Rm. 1820
SBC Telecommunications
311 S. Akard St.
Dallas, TX. 75202-5398
Phone: 214-858-0571
Fax: 214-858-0775

with a copy to:

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

- 21.2. Each Party agrees to inform the other of any name change or change in its legal status in writing within ninety (90) days of the effective date of such change.
- 21.3. The complete list of Access Carrier Name Abbreviation (ACNA) codes covered by this Agreement is listed below. Any addition, deletion or change in name associated with these listed ACNA codes requires notice under this section. Notice must be received before orders can be processed under a new or changed ACNA code.

ACNA List: GMT – GTE Mobilnet
CRR – Contel Cellular

22. ASSIGNMENT

- 22.1. This Agreement may not be assigned by either Party without the prior written consent of the other, which shall not be unreasonably withheld.
- 22.2. Except as otherwise provided herein, this Agreement shall be binding on and shall inure to the benefit of Parties hereto and their respective successors and assigns.

23. AMENDMENTS, CHANGES, AND MODIFICATIONS

- 23.1. If either Party proposes to make any permanent changes in the arrangements provided for in this Agreement, or any Attachments, or any permanent change in its operations that would affect the other Party's operations or services once the Facilities, arrangements, apparatus, equipment, or any other item furnished by the Parties under this Agreement are installed, the changing Party shall give reasonable advance written notice to the other Party of such changes, advising when such changes will be made. All such changes shall be coordinated with the non-changing Party. Nothing in this Section shall affect the Parties' rights and obligations under this Agreement.
- 23.2. Subject to the provisions of Section 24.1. above, each Party shall be solely responsible, at its expense, for the overall design of its services and for any redesigning or rearrangement of its services that may be required because of changes in Facilities, operations or procedures of the other, minimum network protection criteria, or operating or maintenance characteristics of the Facilities.
- 23.3. No provision of this Agreement shall be deemed waived, amended, or modified by either Party, unless such waiver, amendment, or modification is in writing and signed by the authorized representatives of both Parties.

24. LAW GOVERNING AGREEMENT

- 24.1. This Agreement shall be governed by the laws of the State of California and applicable federal law.

25. INSOLVENCY

- 25.1. Either Party may terminate this Agreement by notice in writing effective upon mailing to the other Party in the event the other Party is insolvent, makes an assignment for the benefit of creditors, is unable to pay debts as they mature, files or has filed against it a petition in any court setting forth or alleging any of the foregoing or has a trustee or receiver or officer of the court appointed to control or supervise all or any substantial part of its assets or business. Such termination shall be permitted only if adequate assurance cannot be provided in accordance with Section 26.2.
- 25.2. When the circumstances referred to in Section 26.1, above exist, either Party may in writing demand adequate assurance of due performance and, until said Party receives such assurance, the other Party may suspend any performance required under this Agreement. The adequacy of any assurance offered shall be determined according to commercial standards. After receipt of a justified demand, failure to provide within a reasonable time, not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Either Party may then exercise whatever legal rights they have available to them in light of said repudiation.

26. SEVERABILITY

- 26.1. In the event a portion of this Agreement is held to be unenforceable, that portion shall be severed from the Agreement and the remainder shall continue in full force; provided, however, that if the severing of a provision makes this Agreement in its entirety impossible to perform, the Agreement shall be terminated in accordance with the provisions of Section 17, above.

27. THIRD PARTY BENEFICIARY

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

28. FORCE MAJEURE

- 28.1. Neither Party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its fault or negligence.
- 28.2. If any such force majeure condition occurs, the Party injured by the other's inability to perform may, in accordance with Section 17 above, elect to (a) terminate this Agreement, provided the condition has existed for ninety (90) days in a one hundred and twenty (120) day period; or (b) suspend this Agreement for the duration of the force majeure condition and resume performance under this Agreement once such force majeure condition ceases.

29. MOST FAVORABLE TERMS AND CONDITIONS

- 29.1. To the extent provided in Section 252(i) of the Act and related provisions of the FCC's rules and regulations, Pacific shall make available to Carrier for a reasonable period of time any interconnection, service, or network element provided under an agreement approved under Section 252 of the Act to which Pacific is a Party upon Carrier's agreement to the same terms and conditions as those provided in that agreement.

30. CHANGES IN LAW

- 30.1. Where Pacific's Service Area or Carrier's Service Area is modified after the Effective Date of this Agreement, the terms and conditions of this Agreement shall be modified to incorporate such modification, if requested by either Party.
- 30.2. Facilities and services shall not be used by either Party knowingly for any purpose or in any manner, directly or indirectly, in violation of any laws, or in violation of any approved tariffs, orders, regulations, or rules of the FCC, the Commission, or other governmental agency, or in aid of any unlawful act or undertaking. In addition, the Parties agree to amend this Agreement as necessary to comply with any change in law or legal requirements applicable to this Agreement or its Attachments.
- 30.3. Except as provided in Section 3.1.2.5, this Agreement and the Attachments hereto will be amended at the request of either Party to take into account changes in FCC or Commission decisions, tariffs, rules, and requirements, including changes resulting from judicial review of applicable regulatory decisions, that require amendment of this Agreement. Any such amendment will apply prospectively from the effective date of the change caused by such decision, tariff, rule or requirement, so long as a Party requests

such amendment of this Agreement or Attachment within 120 days of such effective date; in any other case, such changes will apply prospectively from the date a Party requests such amendment. If any such amendment to this Agreement or the Attachments hereto affects any rates or charges for the services provided hereunder, such amendment will be prospectively applied as indicated above, unless the FCC or Commission specifically orders that such decision, tariff, rule or requirement must be applied retroactively.

- 30.4. Wherever a tariffed rate is cited or quoted, it is understood that said cite incorporates any changes to said tariffs.

31. DISPUTE RESOLUTION

31.1. Timing for Dispute Resolution

Except as otherwise specifically provided for in this Agreement, no claims will be brought for disputes arising from this Agreement more than twenty four (24) months from the date the occurrence which gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention.

31.2. Alternative to Litigation

The Parties generally desire to resolve disputes arising out of this Agreement without court litigation. Accordingly, the Parties agree to use the following Dispute Resolution procedure with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

31.3. Commencing Dispute Resolution

Dispute Resolution shall commence when one Party sends to the other Party a written notice of a controversy or claim arising out of or relating to this Agreement and specifying the exact nature, time and terms of the dispute. No Party may pursue any claim unless such written notice has first been given to the other Party.

31.4. Informal Resolution of Disputes

- 31.4.1. When such written notice has been given, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement.

- 31.4.2. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives, but they shall use their best efforts to resolve the dispute within sixty (60) days.

- 31.4.3. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations.
- 31.4.4. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

31.5. Formal Dispute Resolution

- 31.5.1. If the Parties are unable to resolve the dispute through the informal procedure described above, then either Party may invoke the following formal Dispute Resolution procedures by submitting to the other Party a written demand for arbitration. Unless agreed upon by the Parties, formal dispute resolution procedures described below, including arbitration or other procedures as appropriate, may be invoked no sooner than sixty (60) days after the date of the notice initiating dispute resolution under Section 32.3.
- 31.5.2. Claims Subject to Arbitration.
- 31.5.3. All claims will be subject to arbitration pursuant to Section 32.6 if, and only if, the claim is not settled through informal dispute resolution and both parties agree to arbitration. If both parties do not agree to arbitration, then either party may proceed with any remedy available to it pursuant to law, equity or agency mechanism.

31.6. Arbitration

- 31.6.1. Disputes subject to arbitration under the provisions of this Agreement will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree.
- 31.6.2. Each arbitration will be held in San Francisco, California unless the Parties agree otherwise.
- 31.6.3. The arbitration hearing will be requested to commence within sixty (60) days of the demand for arbitration.
- 31.6.4. The arbitrator will control the scheduling so as to process the matter expeditiously.

- 31.6.5. The Parties may submit written briefs upon a schedule determined by the arbitrator.
- 31.6.6. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings.
- 31.6.7. The arbitrator will have no authority to award punitive damages, exemplary damages, consequential damages, multiple damages, or any other damages not measured by the prevailing party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of the Agreement.
- 31.6.8. The arbitrator shall be knowledgeable of telecommunications issues.
- 31.6.9. The arbitrator shall permit no discovery.
- 31.6.10. The times specified in this Section may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause.
- 31.6.11. Each Party will bear its own costs of these procedures, including attorneys' fees.
- 31.6.12. The Parties will equally split the fees of the arbitration and the arbitrator.
- 31.6.13. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof.
- 31.6.14. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

31.7. Resolution of Billing Disputes

- 31.7.1. The following provisions apply specifically to the resolution of billing disputes.
- 31.7.2. When a billing dispute is resolved in favor of the billed Party the following will occur within thirty (30) days:
 - 31.7.2.1. Interest will be paid by the billing party on any amounts paid in excess of the amount found to be due according to the Dispute Resolution.
 - 31.7.2.2. Payments made in excess of the amount found to be due according to the Dispute Resolution will be reimbursed by the billing Party.

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

31.7.3.1. Late payment charges will be paid by the disputing Party on any amount not paid that was found to be due according to the Dispute Resolution.

31.7.3.2. Any amounts not paid but found to be due according to the Dispute Resolution will be paid to the billing Party.

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

32. INTERVENING LAW

32.1. This Agreement is entered into as a result of private negotiation between the Parties. In the event that any of the rates, terms and/or conditions herein, or any of the laws or regulations that were the basis or rationale for such rates, terms and/or conditions in the Agreement, are invalidated, modified or stayed by any action of any state or federal regulatory or legislative bodies or courts of competent jurisdiction, including but not limited to any decision by the Eighth Circuit relating to any of the costing/pricing rules adopted by the FCC in its First Report and Order, In re: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, 11 FCC Rcd 15499 (1996), upon review and remand from the United States Supreme Court, in AT&T Corp. v. Iowa Utilities Bd., 119 S. Ct. 721 (1999) or Ameritech v. FCC, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (U.S. 1999), the affected provision shall be immediately invalidated, modified, or stayed, consistent with the action of the legislative body, court, or regulatory agency upon the written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Without limiting the general applicability of the foregoing, the Parties acknowledge that on January 25, 1999, the United States Supreme Court issued its opinion in AT&T Corp. v. Iowa Utilities Bd., 119 S. Ct. 721 (1999) and on June 1, 1999, the United States Supreme Court issued its opinion in Ameritech v. FCC, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (U.S. 1999). The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights, remedies, or arguments with respect to such decisions and any remand thereof, including its rights under this Intervening Law paragraph.

33. EFFECTIVE DATE

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

34. EXECUTION IN MULTIPLE PARTS

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

35. ENTIRE AGREEMENT

35.1. This Agreement shall constitute the entire agreement between Pacific and Carrier with respect to the subject matter hereof. Except as set forth in Section 36.3 below, this Agreement supersedes all prior agreements, interim agreements, letters of agreement, memorandums of understanding, and any other written documentation of agreements between the Parties hereto with respect to the subject matter hereof.

35.2. Relationship of Rates, Terms and Conditions. This Agreement (including all attachments hereto), and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement (including all attachments hereto) that are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the Agreement are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, network management, liability and indemnity, patents, records, term and termination, regular meeting, deposits, confidentiality, no waiver, notice, assignment, amendments, changes, and modifications, law governing agreement, insolvency, severability, third party beneficiary, force majeure, most favorable terms and conditions, changes in law, dispute resolution, intervening law, effective date, supercedure, execution in multiple parts, and entire agreement.

35.3. Notwithstanding anything to the contrary in this Agreement, to the extent either party had any rights under that certain Interconnection Agreement between the parties dated February 12, 1997 (the "Former Agreement"), such rights are reserved hereunder, and neither party relinquishes any such rights by virtue of any provision of this Agreement.

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

PACIFIC BELL

By SBC Telecommunications, Inc.,
its authorized agent

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

Date Signed: 11/11, 1999

**GTE MOBILNET OF CENTRAL
CALIFORNIA INCORPORATED**

By: *Daniel S. Mead*
(Signature)

Daniel S. Mead
Vice President - Technology and Operations
Support

Date Signed: 11/3, 1999

By: *Dale S. Voyles*
(Signature)

Dale S. Voyles
Assistant Secretary

Date Signed: 11/3, 1999

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

		Non-Recurring	
Element/Service	Monthly Recurring or Usage Rate	Initial Unit	Additional Unit (per unit)
CMRS INTERCONNECTION SERVICE ELEMENTS			
DID Number Block (per 100 Numbers)	\$0.41	\$250.00	\$64.00
Type 1 (TSMT) Analog Interface	\$1.50	\$202.33	\$202.33
Interoffice Mileage			
Fixed Rate per month	\$25.27	N/A	
Fixed Rate per mile, per month	\$1.86	N/A	
Type 1 (DID TSMT Trunk) Circuit Termination	\$18.31	N/A	
Operator Assistance	Pursuant to Cal. PUC No. A5		
Directory Assistance			
Via Type 1 using 411 dialing	Pursuant to Cal. PUC No. A5.5.7		
Via Type 2A using NPA 555-1212	Pursuant to Cal. PUC No. 175-T, Section 9.1		
Class of Call Screening	No Charge	N/A	
Billed Number Screening	No Charge	N/A	
Call Blocking	Pursuant to Cal. PUC No. A9.5.4E		
Preconditioning of DID Numbers	No Charge	\$102.00 per 20#'s	
Hunting	Pursuant to Cal. PUC A5.3.C(4)		
CMRS TRUNK TERMINATION CHARGES			
Type 1 (per trunk)	\$5.60	\$206.77	\$77.00
Type 2A and Type 2B (per DS-1 Termination)	\$23.02	\$856.00	\$553.00

ATTACHMENT II

to

CMRS INTERCONNECTION AGREEMENT

between

PACIFIC BELL

and

GTE Mobilnet of Central California Incorporated

INTERCONNECTION EQUATIONS

AMENDMENT NO. 1
TO THE INTERCONNECTION AGREEMENT
APPROVED FEBRUARY 17, 2000 BETWEEN
PACIFIC BELL TELEPHONE COMPANY

AND

GTE WIRELESS OF THE PACIFIC INCORPORATED

WHEREAS, PACIFIC BELL TELEPHONE COMPANY ("PACIFIC"), formerly Pacific Bell, and GTE Wireless of the Pacific Incorporated, ("Carrier") (collectively, the "Parties") entered into an Agreement relating to local interconnection which was approved on February 17, 2000 ("Agreement") and which permits the Parties to mutually amend the Agreement in writing; and

WHEREAS, the Parties have now completed a transport compensation calculation and wish to document this procedure in accord with the provisions of the Agreement, and

WHEREAS, this filing will become effective thirty (30) days after the filing date of the Advice Letter to which this Amendment is appended, if it is not protested:

NOW THEREFORE, the Parties agree as follows:

1.1 The Attachment III - Transport Compensation should be added to the existing interconnection Agreement by adding the heading "Attachment III TRANSPORT COMPENSATION" to page ii of the Table of Contents and by appending the included Attachment III document to the body of the Agreement.

1.2 Except as modified herein, the Agreement remains unchanged, and the Parties reaffirm the terms and provisions thereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed on the date shown below by their respective duly authorized representatives.

GTE WIRELESS OF THE PACIFIC
INCORPORATED

PACIFIC BELL TELEPHONE
COMPANY

By: SBC Telecommunications, Inc.,
its authorized agent

By: [Signature]

Name: Mike McDonough
Senior Vice President -
Title: Marketing & Sales

Date Signed: 4/27/00

By: [Signature]

Larry Cooper
for President - Industry Markets

Date Signed: 4/7/00

By: [Signature]

Dales S. Voyles
Assistant Secretary

Date Signed: 5/1/00

ATTACHMENT III

to

CMRS INTERCONNECTION AGREEMENT

between

PACIFIC BELL

and

GTE Wireless of the Pacific Incorporated

TRANSPORT COMPENSATION

Transport Compensation

This Attachment provides the calculation methodology which was based on Carrier's proprietary network architecture and cost data used by the Parties to determine the appropriate compensation rate for Telco's use of Carrier's network for delivery of traffic that originates on Telco's network. This Attachment fully documents and completes the implementation of section 3.3.2.2.1 of this Agreement.

To determine the amount of compensation due to Carrier for the transport of land to mobile traffic originating on Telco's network and terminating on Carrier's network, the Facilities included are DS1, DS3, and OC Ring configurations that are used for two-way transport of Type 2A CMRS traffic.

The calculation included the following steps:

1. Costs and quantity for each facility were identified and segregated by facility type.
2. Initial weights (per-cent use within a given facility type) of each facility type were identified to ascertain the portion of facility costs used for interconnection traffic exclusive of all other Carrier traffic riding the facilities.
3. Sparing factors were included for facilities of higher capacity than DS1 to accommodate of the cost of idle capacity reasonably allocated for growth of interconnection traffic.
4. Initial weights and Sparing factors were applied to the total costs of each facility type to determine the recovery target amount for each facility type.
5. These recovery targets were then divided by the capacity in individual trunks of the respective facility type and the per trunk port costs were added to this amount yielding a unit cost per trunk amount.
6. The unit cost per trunk is then multiplied by a cross facility weighting factor which represents the percent use of a given facility type for interconnection relative to the other facility types. The sum of all cross facility weighting factors is unity. The products of the unit cost per trunk and the cross facility weighting factors are then summed to yield a composite unit cost per trunk.
7. This composite unit cost per trunk is then divided by an industry average minutes per month per trunk to yield a unit rate for the facilities per minute of use (MOU).
8. Bills are then generated by Carrier by multiplying the Land to Mobile MOU determined by methods covered in section 3.2.4.1 of this Agreement by the unit rate developed in this calculation.

AMENDMENT
TO THE CMRS INTERCONNECTION AGREEMENT
BETWEEN
SBC PACIFIC BELL TELEPHONE COMPANY AND
GTE WIRELESS OF THE PACIFIC INCORPORATED

WHEREAS, SBC PACIFIC BELL TELEPHONE COMPANY ("PACIFIC")*, formerly Pacific Bell, and GTE Wireless of the Pacific Incorporated (individually, "Party," and collectively, the "Parties") entered into an Agreement relating to local interconnection ("Agreement") and which permits the Parties to mutually amend the Agreement in writing; and

WHEREAS, on May 16, 2002, the California Public Utilities Commission ("Commission") adopted D.02-05-042, establishing among other things interim monthly recurring prices for unbundled switching ("Decision");

WHEREAS, the Commission ordered that all interconnection agreements between Pacific and other carriers be amended to reflect the reduced switching prices;

WHEREAS, the reduced prices are interim pending the Commission's decision on final unbundled switching rates and are subject to adjustment from May 16, 2002 through the date of adoption of final prices; and,

WHEREAS, pursuant to the Commission's Decision this amendment ("Amendment") shall become effective thirty (30) days after filing.

NOW, THEREFORE, the Parties agree as follows:

- I. Appendix Pricing (*i.e.*, the Pricing Schedule for CMRS Interconnection, including transport and termination rates) shall be amended to reflect the interim unbundled switching rates, a component of the call set up and duration rates for Type 2A, Type 2B, and Type 1 (and Type 2A LATA Wide, if applicable) traffic, by amending the call set up and duration rates as set forth in Attachment A, which is attached hereto and incorporated herein.
- II. The prices for unbundled switching set forth in Attachment A shall be effective as of May 16, 2002.
- III. Pacific shall make billing adjustments in accordance with ordering paragraphs 4 and 5 of the Commission's Decision, D.02-05-042.
- IV. The Parties agree that executing this Amendment shall not in any way prohibit, limit, or otherwise affect, or act as a waiver by, either Party from pursuing of any of its rights, remedies or arguments with respect to any such rate changes, including but not limited to any Commission

decisions, orders, or proceedings leading thereto and any remands thereof or any other related decisions or proceedings, including the right of each Party to seek legal review or a stay of any such, decisions, orders, or otherwise. Such rights, remedies, and arguments are expressly reserved by each Party.

- V. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof.
- VI. This Amendment is effective only for the term of the Agreement.
- VII. This Amendment shall be filed with and shall be subject to approval by the Commission.
- VIII. This Amendment is dated July 19, 2002.

* On January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Board*, 525 U.S. 366 (1999) (and on remand *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000) and *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999) and on appeal to and remand by the United States Supreme Court, *Verizon v. FCC*, et. al, 535 U.S. __ (2002)). The Parties acknowledge that on May 24, 2002, the United States Court of Appeals for the District of Columbia Circuit issued its decision in *United States Telecom Association, et. al v. FCC*, No. 00-101, in which the Court granted the petitions for review of the Federal Communications Commission's ("FCC") Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98 (FCC 99-238) ("the UNE Remand Order") and the FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (FCC 99-355) (rel. December 9, 1999) ("the Line Sharing Order"), specifically vacated the Line Sharing Order, and remanded both these orders to the FCC for further consideration in accordance with the decision. In addition, on November 24, 1999, the FCC issued its Supplemental Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) and on June 2, 2000, its Supplemental Order Clarification, (FCC 00-183), in CC Docket 96-98. By executing this Amendment, PACIFIC does not waive any of its rights, remedies or arguments with respect to any such decisions or proceedings and any remands thereof, including its right to seek legal review or a stay of such decisions and its rights contained in the Interconnection Agreement. The Parties further acknowledge that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic* (the "ISP Intercarrier Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002). By executing this Amendment and carrying out the intercarrier compensation rates, terms and conditions herein, PACIFIC does not waive any of its rights, and expressly reserves all of its rights, under the ISP Intercarrier Compensation Order, or any other regulatory, legislative or judicial action, including but not limited to its right to exercise its option at any time in the future to invoke the Intervening Law or Change of Law provisions and to adopt on a date specified by PACIFIC the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions.

Attachment A:

California CMRS Interconnection

Type 2A		
	Setup	\$0.002376
	Duration	\$0.002335
Type 2B		
	Setup	\$0.002142
	Duration	\$0.000572
Type 1		
	Setup	\$0.004166
	Duration	\$0.004092
Type 2A LATA Wide /1/		
	Setup	\$0.002407
	Duration	\$0.002568

/1/ Type 2A LATA Wide rates are only offered to those Wireless Carriers that have Type 2A LATA Wide rates in their current wireless agreement.

AMENDMENT
to
CELLULAR INTERCONNECTION AGREEMENT
between
PACIFIC BELL
And

GTE MOBILNET OF CENTRAL CALIFORNIA INCORPORATED

This is an Amendment (“Amendment”) to the Cellular Interconnection Agreement (“the Agreement”) for the State of California by and between Pacific Bell and GTE Mobilnet of Central California Incorporated, now known as Cellco Partnership d/b/a Verizon Wireless, Fresno MSA Limited Partnership d/b/a Verizon Wireless and California RSA No. 4 Limited Partnership d/b/a Verizon Wireless, individually and collectively d/b/a Verizon Wireless (“VZW”), as successors-in-interest to GTE Mobilnet of Central California Incorporated, with respect to the FCC CMRS licensees and markets listed below. Pacific Bell and VZW shall be known jointly as the “Parties”.

WHEREAS, Pacific Bell and VZW entered the Agreement dated November 11, 1999;

WHEREAS, the Parties wish to amend the Agreement to reflect the assignment of the Agreement from the entity formerly known as GTE Mobilnet of Central California Incorporated to the entities named Cellco Partnership d/b/a Verizon Wireless, Fresno MSA Limited Partnership d/b/a Verizon Wireless, and California RSA No. 4 Limited Partnership d/b/a Verizon Wireless, individually and collectively d/b/a Verizon Wireless (“VZW”); and,

WHEREAS, the parties agree to add Appendix – Wireless Emergency Service Access (E9-1-1) attached hereto.

NOW, THEREFORE, the Parties hereby agree as follows:

The Parties agree that the Agreement is amended to substitute the entity names Cellco Partnership d/b/a Verizon Wireless, Fresno MSA Limited Partnership d/b/a Verizon Wireless, and California RSA No. 4 Limited Partnership d/b/a Verizon Wireless, individually and collectively d/b/a Verizon Wireless (“VZW”) for the entity name GTE Mobilnet of Central California Incorporated, and further amended by identifying the licensees and markets covered by the Agreement as follows:

Licensee

Cellco Partnership

Market Name

California 6-Mono
California 9-Mendocino
California 7-Imperial

Bakersfield
San Diego

California RSA No. 4 Limited Partnership California 4-Madera

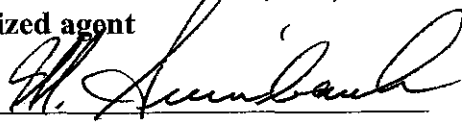
Fresno MSA Limited Partnership Bakersfield
California 12-Kings
Fresno
Visalia-Tulare-Porterville

In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC*, 535 U.S. ____ (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, No. 00-101 (May 24, 2002); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) (rel. November 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000) in CC Docket 96-98; or the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68 (the "ISP Inter-carrier Compensation Order") (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002). Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, Pacific Bell Telephone Company d/b/a SBC Pacific Bell Telephone Company reserves its right to exercise its option at any time in the future to adopt on a date specified by Pacific Bell Telephone Company d/b/a SBC Pacific Bell Telephone Company the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party. In such event, the Parties shall have sixty (60) days from the effective date of the order to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the effective date of the order, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS IN THE UNDERLYING AGREEMENT REMAIN UNCHANGED, and all such terms and conditions are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof. This Amendment shall be filed with and is subject to approval by the Public Utility Commission and shall become effective upon approval by such Commission.

This Amendment to the Cellular Interconnection Agreement was exchanged in triplicate on this 7th day of February, 2003, by Pacific Bell, signing by and through its duly authorized representative, and VZW, signing by and through its duly authorized representatives.

SBC Pacific Bell Telephone Company
By SBC Telecommunications, Inc.,
its authorized agent

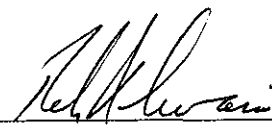
Signature: 

Name: Mike Auinbauh

Title: President-Industry Markets

Date FEB 7 2003

Cellco Partnership d/b/a Verizon Wireless

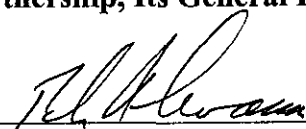
Signature: 

Name: Robert F. Swaine

Title: West Area Vice President - Network

Date 1.24.03

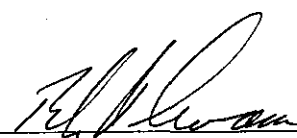
Fresno MSA Limited Partnership d/b/a
Verizon Wireless
By Cellco Partnership, Its General Partner

Signature: 

Name: Robert F. Swaine

Title: West Area Vice President - Network
Of Cellco Partnership

California RSA No. 4 Limited Partnership
d/b/a Verizon Wireless
By Pinnacles Cellular Inc, Its General
Partner

Signature: 

Name: Robert F. Swaine

Title: West Area Vice President - Network
Of Pinnacles Cellular Inc.

APPENDIX – WIRELESS EMERGENCY SERVICE ACCESS (E9-1-1)**TERMS AND CONDITIONS FOR PROVIDING WIRELESS EMERGENCY NUMBER SERVICE ACCESS (E9-1-1)****1. INTRODUCTION**

- 1.1 This Appendix sets forth terms and conditions for E911 Service Access provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC).
- 1.2 Wireless E911 Service Access is a service which enables Carrier's use of **SBC-PACIFIC** 911 network service elements which **SBC-PACIFIC** uses in the provision of E911 Universal Emergency Number/ 911 Telecommunications Services, where **SBC-PACIFIC** is the 911 service provider. E911 Authority purchases Universal Emergency Number/ 911 Telecommunications Service from **SBC-PACIFIC**. Wireless E911 Service Access makes available to Carrier only the service configuration purchased by the E911 Authority from **SBC-PACIFIC**. **SBC-PACIFIC** shall provide Wireless E911 Service Access to Carrier as described in this Appendix, in each area in which (i) Carrier is authorized to provide CMRS and (ii) **SBC-PACIFIC** is the 911 service provider. The Federal Communications Commission has, in FCC Docket 94-102, ordered that providers of CMRS make available to their end users certain E9-1-1 services, and has established clear and certain deadlines and by which said service must be available. Wireless E911 Service Access is compatible with Carrier's Phase I and Phase II E911 obligations.
- 1.3 By submitting an order under the terms and conditions of this Appendix, Carrier represents that to the extent required by state or federal law it has negotiated with the E911 Authority as to the E911 service configuration and to the extent required by state or federal law will implement the resulting E911 service configuration.
- 1.4 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company, Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.5 As used herein, **SBC-2STATE** means the applicable SBC owned ILEC(s) doing business in California and Nevada.

- 1.6 As used herein, **SBC-AMERITECH** means the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.7 As used herein, **SBC-SWBT** means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.8 As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.
- 1.9 As used herein, **SBC-PACIFIC** means the applicable above listed ILEC doing business in California.
- 2.0 The prices at which **SBC-PACIFIC** agrees to provide Carrier with E911 Service Access is contained in the applicable Appendix Pricing exhibit and/or the applicable state access tariff where stated.

2. DEFINITIONS

- 2.1 “911 Call(s)” means a call made by an Carrier’s Wireless Customer by dialing “911” (and, as necessary, pressing the “Send” or analogous transmitting button) on a Wireless Handset.
- 2.2 “Alternate PSAP” means a Public Safety Answering Point (PSAP) designated to receive calls when the primary PSAP is unable to do so.
- 2.3 “Automatic Location Identification” or “ALI” means the automatic display at the PSAP of appropriate address or location data sufficient to identify the cell site and/or face cell sector (Phase I) or longitude and latitude (Phase II) from which a wireless call originates.
- 2.4 “Automatic Location Identification Database” or “ALI Database” means the emergency service (E911) database containing caller information that may include, but is not limited to, the carrier name, NENA ID, Emergency Services Routing Number (ESRD or ESRK) and Cell Site/Sector Information that is dynamically updated with the Call Back Number (CBN) (Phase I) and longitude and latitude, confidence and uncertainty (Phase II) and other carrier information used to process caller location records.
- 2.5 “Automatic Number Identification” or “ANI” identifies a calling party and may be used as a call back number.
- 2.6 “Call Back Number” means the Mobile Identification Number (MIN) or Mobile Directory Number (MDN), whichever is applicable, of a Carrier’s Wireless End User who has made a 911 Call, which may be used by the PSAP to call back the

Carrier's Wireless End User if a 911 Call is disconnected, to the extent that it is a valid, dialable number.

- 2.7 "Call path Associated Signaling" or "CAS" means a wireless 9-1-1 solution set that utilizes the voice transmission path to also deliver the Mobile Directory Number (MDN) and Cell Site/Sector Information to the PSAP.
- 2.8 "CAMA" means Centralized Automatic Message Accounting (MF signaling parameter).
- 2.9 "Cell Sector" means a geographic area defined by Carrier (according to Carrier's own radio frequency coverage data), and consisting of a certain portion or all of the total coverage area of a Cell Site.
- 2.10 "Cell Sector Identifier" means the unique alpha or alpha-numeric designation given to a Cell Sector that identifies that Cell Sector.
- 2.11 "Cell Site/Sector Information" means information that indicates to the receiver of the information the Cell Site location receiving a 911 Call made by a Carrier's Wireless End User, and which may also include additional information regarding a Cell Sector.
- 2.12 "Common Channel Signaling System 7 Trunk "CCS/SS7 Trunk or SS7 Signaling" means a trunk that uses Integrated Services Digital Network User Part (ISUP) signaling.
- 2.13 "Company Identifier" or "Company ID" means a three to five (3 to 5) character identifier chosen by the Carrier that distinguishes the entity providing dial tone to the End User. The Company ID is maintained by NENA in a nationally accessible database.
- 2.14 "Database Management System" or "DBMS" means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification (ALI) for 911 systems.
- 2.15 "Designated PSAP" means the PSAP designated to receive a 911 Call based upon the geographic location of the Cell Site. A "Default PSAP" is the PSAP designated to receive a 911 Call in the event the Selective Router is unable to determine the Designated PSAP. The Alternate PSAP is the PSAP that may receive a 911 Call in the event the Designated PSAP is unable to receive the 911 call.
- 2.16 "E911 Authority" means a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local

government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one telephone number, 911.

- 2.17 “E911 Service” means the functionality to route wireless 911 calls and the associated caller and/or location data of the wireless end user to the appropriate Public Safety Answering Point.
- 2.18 “E911 Trunk” means one-way terminating circuits which provide a trunk-side connection between Carrier's MSC and **SBC-PACIFIC** 911 Tandem equipped to provide access to 911 services as technically defined in Telcordia Technical Reference GR145-CORE.
- 2.19 “E911 Universal Emergency Number Service” (also referred to as “Expanded 911 Service” or “Enhanced 911 Service”) or “E911 Service” means a telephone exchange communications service whereby a PSAP answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunks and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing (SR).
- 2.20 “Emergency Services” means police, fire, ambulance, rescue, and medical services.
- 2.21 “Emergency Service Number” or “ESN” means a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific geographical area within a particular cell site and/or cell sector coverage area of an emergency service zone. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency(ies).
- 2.22 “Emergency Service Routing Key” or “ESRK” is a 10 digit routable, but not necessarily dialable, number that is used not only for routing but also as a correlator, or key, for the mating of data that is provided to the PSAP (a.k.a. 911 Center) by different paths, such as via the voice path and ALI data path in an NCAS environment.
- 2.23 "Emergency Service Routing Digits" or "ESRD" is a digit string that uniquely identifies a base station, cell site, or sector that may be used to route emergency calls through the network in other than an NCAS environment.

- 2.24 “Hybrid CAS” means a wireless 9-1-1 solution set that utilizes one transmission path to deliver the voice and Mobile Directory Number (MDN) to the PSAP and a separate transmission path to deliver the callers location information to the PSAP.
- 2.25 “Meet Point” means the demarcation between the **SBC-PACIFIC** network and the Carrier network.
- 2.26 “Mobile Directory Number” or “MDN” means a 10-digit dialable directory number used to call a Wireless Handset.
- 2.27 “Mobile Identification Number” or “MIN” means a 10-digit number assigned to and stored in a Wireless Handset.
- 2.28 “Non-Call path Associated Signaling” or “NCAS” - W911 solution set that utilizes one transmission path to deliver the voice and a separate transmission path to deliver the Mobile Directory Number and the caller's location to the PSAP.
- 2.29 “National Emergency Number Association” or “NENA” means the not-for-profit corporation established in 1982 to further the goal of “One Nation-One Number”. NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.
- 2.30 “Non-Call path Associated Signaling” or “NCAS” means a wireless 9-1-1 solution set that utilizes one transmission path to deliver the voice and a separate transmission path to deliver the Mobile Directory Number and the caller's location to the PSAP.
- 2.31 “Phase I” – as defined in CC Docket 94-102. Phase I data includes the call back number and the associated 911 ALI.
- 2.32 “Phase II” – as defined in CC Docket 94-102. Phase II data includes XY coordinates, confidence factor and certainty.
- 2.33 “Public Safety Answering Point” or “PSAP” means an answering location for 911 calls originating in a given area. The E911 Authority may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.
- 2.34 “Pseudo Automatic Number Identification (pANI) - CAS or Hybrid CAS solutions” or “Emergency Services Routing Key (ESRK) – NCAS solutions is a

10-digit telephone number used to support routing of wireless 911 calls. In either case this number is used to query the ALI database to retrieve the location information for a 911 call.

- 2.35 “Selective Routing” or “SR” means an E911 feature that routes an E911 call from a 911 Selective Routing Switch to the designated Primary PSAP based upon the pANI associated with the originating cell site and/or cell sector.
- 2.36 “Shell Record” means a partial ALI record which requires a dynamic update of the ESRK, Call Back Number, cell site and sector information for a Phase I deployment, and XY location data for a Phase II deployment. A dynamic update to the ALI record is required to be provided by the Carrier’s network prior to forwarding to the appropriate PSAP.
- 2.37 “Wireless Handset” means the wireless equipment used by a wireless end user to originate wireless calls or to receive wireless calls.

3. **SBC-PACIFIC** RESPONSIBILITIES

- 3.1 **SBC-PACIFIC** shall provide and maintain such equipment at the E911 SR and the DBMS as is necessary to perform the E911 services set forth herein when **SBC-PACIFIC** is the 911 service provider. **SBC-PACIFIC** shall provide 911 Service to Carrier in areas where Carrier is licensed to provide service and **SBC-PACIFIC** is the 911 service provider. This shall include the following:
 - 3.2 Call Routing
 - 3.2.1 Where **SBC-PACIFIC** is the 911 service provider, Carrier will transport 911 calls from each Carrier MSC to the SR office of the E911 system.
 - 3.2.2 **SBC-PACIFIC** will switch 911 calls through the SR to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP. Alternate PSAPs not subscribing to the appropriate wireless service shall not receive all features associated with the primary wireless PSAP.
 - 3.2.3 Where **SBC-PACIFIC** is the ALI Database Provider, in a Phase I application, **SBC-PACIFIC** will forward the Phase I data as provided by the Carrier and in a Phase II application, **SBC-PACIFIC** will forward the Phase I and Phase II data as provided by the Carrier.

3.3 Facilities and Trunking

- 3.3.1 **SBC-PACIFIC** shall provide and maintain sufficient dedicated E911 circuits from **SBC-PACIFIC**'s SR's to the PSAP, according to provisions of the applicable State tariff and documented specifications of the E911 Authority.
- 3.3.2 After receiving Carrier's order, **SBC-PACIFIC** will provide, and Carrier agrees to pay for, transport facilities required for 911 trunk termination. Except as provided in Section 8.1, transport facilities shall be governed by the applicable **SBC-PACIFIC** Access Services tariff. Additionally, when Carrier requests diverse facilities, **SBC-PACIFIC** will provide such diversity where technically feasible, at standard tariff rates.
- 3.3.3 **SBC-PACIFIC** and Carrier will cooperate to promptly test all trunks and facilities between Carrier's network and the **SBC-PACIFIC** SR(s).
- 3.3.4 **SBC-PACIFIC** will be responsible for the coordination and restoration of all 911 network maintenance problems to Carrier's facility meet point.

3.4 Database

- 3.4.1 Where **SBC-PACIFIC** is the 911 service provider and Carrier deploys a CAS or Hybrid-CAS Solution utilizing **SBC-PACIFIC** E911 DBMS:
- 3.4.1.1 **SBC-PACIFIC** shall store the Carriers ALI records in the electronic data processing database for the E911 DBMS.
- 3.4.1.2 **SBC-PACIFIC** shall coordinate access to the **SBC-PACIFIC** E911 DBMS for the initial loading and updating of Carrier ALI records.
- 3.4.1.3 **SBC-PACIFIC** ALI database shall accept electronically transmitted files that are based upon NENA standards.
- 3.4.1.4 **SBC-PACIFIC** will submit Carrier's ALI records in the E911 DBMS. **SBC-PACIFIC** will then provide Carrier or Carrier's designated representative an error and status report. This report will be provided in accordance with the methods and procedures described in the documentation to be provided to the Carrier by **SBC-PACIFIC**.
- 3.4.1.5 **SBC-PACIFIC** shall provide the necessary Master Street Address Guide (MSAG) and monthly updates of said MSAG to Carrier,

upon receipt of the initial MSAG from the appropriate E911 Authority. MSAG shall contain information associated with Wireless E911 service to allow the upload of database records to support the deployment of a CAS or Hybrid CAS solution.

3.4.2 Where **SBC-PACIFIC** is the 911 service provider, and Carrier deploys an NCAS solution:

3.4.2.1 Carrier's designated third-party provider shall perform the database functions as listed in 3.4 above.

3.4.2.2 **SBC-PACIFIC** will provide a copy of the static MSAG received from the appropriate E911 Authority, to be utilized for the development of Shell ALI Records.

4. CARRIER RESPONSIBILITIES

4.1 Call Routing

4.1.1 Where **SBC-PACIFIC** is the 911 network service provider, Carrier will route 911 calls from Carrier's MSC to the **SBC-PACIFIC** SR office of the E911 system.

4.1.2 Depending upon the network service configuration, Carrier will forward the ESRD and the MDN of the party calling 911 or the ESRK associated with the specific cell site and sector to the **SBC-PACIFIC** 911 SR.

4.2 Facilities and Trunking

4.2.1 Where specified by the E911 Authority, Carrier shall provide or order from **SBC-PACIFIC**, transport and trunk termination to each **SBC-PACIFIC** 911 SR that serves the areas in which Carrier is licensed to and will provide CMRS service. To place an order, Carrier shall submit the appropriate **SBC-PACIFIC** Region specific form. Such form shall not conflict with the terms and conditions of this Agreement.

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

4.2.3 Carrier shall provide a minimum of two (2) one-way outgoing trunk(s) dedicated for originating 911 emergency service calls from the Carrier's MSC to each **SBC-PACIFIC** 911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable PSAP,

the Parties agree to implement CCS trunks rather than CAMA (MF) trunks.

- 4.2.4 Carrier is responsible for appropriate diverse facilities if required by applicable State Commission rules and regulations or if required by other governmental, municipal, or regulatory authority with jurisdiction over 911 services.
- 4.2.5 Carrier shall work with PSAP to develop a plan for adequate capacity to provide Phase 1 E911 Service to Carrier's Wireless End Users at a mutually agreed upon traffic plan while using best efforts to prevent the PSAPs from being overloaded with wireless 9-1-1 calls from a single incident. Carrier agrees to work with the PSAP to meet the PSAP's congestion control goals.
- 4.2.6 SBC shall permit Carrier to terminate a frame relay circuit from a Carrier-controlled ALI Database or MPC, to the SBC ALI Database site(s). Carrier shall provide diverse connections to the SBC ALI Database site(s). SBC agrees to bill Carrier, or upon request, Carrier's Database Provider for connectivity to the SBC ALI database; provided, however that Carrier shall be responsible for payment of all such charges billed to the Database Vendor by SBC but unpaid by the Database Vendor.
- 4.2.7 Carrier and PSAP shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If Carrier's traffic volumes warrant that additional circuits are needed to meet the current level of 911 call volumes, and the PSAP approves additional circuits, Carrier shall request additional circuits from **SBC-PACIFIC**.
- 4.2.8 Carrier will cooperate with **SBC-PACIFIC** to promptly test all 911 trunks and facilities between Carrier's network and the **SBC-PACIFIC** 911 Selective Router(s) to assure proper functioning of 911 service. Carrier agrees that it will not pass live 911 traffic both Parties complete successful testing.
- 4.2.9 Carrier is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to Carrier's facility meet point. Carrier is responsible for advising **SBC-PACIFIC** of the circuit identification and the fact that the circuit is a 911 circuit when notifying **SBC-PACIFIC** of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. **SBC-PACIFIC** will refer network trouble to Carrier if no defect is found in **SBC-PACIFIC**'s 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

4.3 Database

4.3.1 Where **SBC-PACIFIC** is the 911 service provider, and Carrier deploys a CAS or Hybrid CAS Solution utilizing **SBC-PACIFIC** E911 DBMS:

4.3.1.1 Carrier or its representatives shall be responsible for providing Carrier's ALI Records to **SBC-PACIFIC**, for inclusion **SBC-PACIFIC'S** DBMS on a timely basis, once E911 trunking has been established and tested between Carrier's MSC and all appropriate SRs.

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

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

4.3.1.4 Carrier is responsible for providing updates to **SBC-PACIFIC** ALI database; in addition, Carrier is responsible for correcting any errors that may occur during the entry of their data as reflected on the status and error report.

4.3.2 Where **SBC-PACIFIC** is the 911 service provider, and Carrier deploys an NCAS solution:

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

4.3.2.2 Carrier's designated third party shall be responsible for ensuring Carrier's Shell Records for ALI are submitted to **SBC-PACIFIC**, for inclusion in **SBC-PACIFIC'S** DBMS, on a timely basis, once E911 trunking has been established and tested between Carrier's MSC and all appropriate SRs.

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

4.4 Other

4.4.1 Carrier is responsible for collecting from its End Users and remitting to the appropriate municipality or other governmental entity any applicable 911

surcharges assessed on the wireless service provider and/or End Users by any municipality or other governmental entity within whose boundaries the Carrier provides CMRS.

- 4.4.2 Within one week of receiving a valid E911 Phase II PSAP request for an area in which SBC-13STATE is the 911 service provider, Carrier agrees to fax a copy of the request to its SBC Industry Markets Wireless account manager

5. RESPONSIBILITIES OF BOTH PARTIES

- 5.1 The Parties shall jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from the Carrier's MSC to the designated **SBC-PACIFIC** 911 Selective Router(s).

6. METHODS AND PRACTICES

- 6.1 With respect to all matters covered by this Appendix, each Party will comply with all of the following to the extent that they apply to E911 Service: (i) all FCC and applicable State Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, and (iii) the terms and conditions of **SBC-PACIFIC**'s applicable State Access Services tariff(s).

7. CONTINGENCY

- 7.1 The terms and conditions of this Appendix represent a negotiated plan for providing E911 Service.
- 7.2 The Parties agree that the E911 Service is provided for the use of the E911 Authority, and recognize the authority of the E911 Authority.

8. BASIS OF COMPENSATION

- 8.1 Carrier shall compensate **SBC-13STATE** for the elements described in the Pricing Exhibit at the rates set forth in the Pricing Exhibit. The prices shall be considered interim in the states of Arkansas, Connecticut, Indiana, Kansas, Michigan, Missouri, Nevada, Oklahoma, and Texas until a tariff in the State in question has become effective for such elements. In addition, the Parties acknowledge that the allocation of costs between the PSAPs and Carrier are consistent with the ruling set forth in the *Letter from Thomas J. Sugrue, Chief Wireless Telecommunications Bureau, FCC to Marlys R. Davis, E-911 Program Manager, King County E-911 Program Office, dated October 31, 2001*

(“*King County Letter*” and affirmed in *The Order on Reconsideration In the matter of Revision of the Commission’s Rules To Ensure Compatibility with Enhanced 911 Emergency Calling Systems Request of King County, Washington* (FCC 02-146), Docket No. 94-102 *as aff’d in the Letter from Thomas J. Sugrue, Chief of Wireless Telecommunications Bureau, to Kathleen B. Levitz, BellSouth, re: Responsibility of Costs of E911 Phase II ALI Database Upgrades, CC Docket 94-102*. In the event that the cost allocation that is adopted in a particular state differs from the determination made in the *King County Letter*, the Parties agree to true up or true down the rates charged and amounts paid back to the Effective Date. Except as set forth above, in the event **SBC-13STATE** files a new or revised tariff after the Effective Date (“New Tariff”) containing rates for one or more of the elements described in the Pricing Exhibit that vary from rates contained in a prior approved tariff or the rates specified in the Pricing Exhibit, or if such New Tariff contains additional or different elements, when the rates or elements in the New Tariff become effective, such rates or elements shall apply to the corresponding elements on a going forward basis from the date the rates in the New Tariff become effective. Finally, the comprehensive and exclusive nature of the Pricing Exhibit does not negate any charges for the 56 kbps Frame Relay Circuit described in Section 4.2, should Carrier elect to purchase such circuit from an **SBC-13STATE** affiliate.

- 8.2 Charges for E911 Service shall begin once the trunks and facilities are installed and successfully tested between Carrier’s network and **SBC-PACIFIC** SR(s).

9. LIABILITY

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

shall not be liable to **SBC-PACIFIC**, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after Carrier has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from **SBC-PACIFIC** until service is restored.

9.3 **General Indemnity Rights.** A Party (the “Indemnifying Party”) shall defend and indemnify the other Party, its officers, directors, employees and permitted assignees (collectively, the “Indemnified Party”) and hold such Indemnified Party harmless against:

- 9.3.1 any claim or loss related to the subject matter of this Appendix alleged by a Customer of the Indemnifying Party unless the claim or loss was caused by the gross negligence or willful misconduct (“Fault”) of the Indemnified Party, its employees, agents or subcontractors; provided, however, that (1) with respect to employees or agents of the Indemnified Party, such Fault occurs while performing within the scope of their employment, (2) with respect to subcontractors of the Indemnified Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnified Party, and (3) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract; and
- 9.3.2 any loss related to the subject matter of this Appendix arising from such Indemnifying Party’s use of services offered under this Agreement, which involve pending or threatened claims, actions, proceedings or suits for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party’s own communications or the communications of such Indemnifying Party’s Customers.
- 9.3.3 Notwithstanding the foregoing, the provisions set forth in Section 9 are not intended to create any third party beneficiaries nor are the provisions intended to expand the scope of liability of either party should Applicable Law in the state where service is being provided serve to limit the liability of 911 service providers or telephone companies in the provisioning, implementation, maintenance or administration of 911 service.

PRICING EXHIBIT**CALIFORNIA PRICING – E9-1-1****1.1 PACIFIC**

Trunk Charge per Trunk:

Monthly \$ 26.00

Non-Recurring

Initial \$ 741.00

Facility rates can be found in the State Special Access Tariff.

**AMENDMENT TO
THE CMRS INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a SBC CALIFORNIA
AND
CARRIER**

WHEREAS, PACIFIC BELL TELEPHONE COMPANY¹ d/b/a SBC CALIFORNIA ("SBC California"), and Carrier ("Carrier") (collectively, the "Parties" as referenced in Attachment B) entered into an Agreement relating to local interconnection ("Agreement") and which permits the Parties to mutually amend the Agreement in writing; and

WHEREAS, on September 19, 2002, the California Public Utilities Commission ("Commission") issued D. 02-09-049 adopting rate changes for certain Unbundled Network Elements ("UNEs") by increasing the shared and common cost markup percentage from 19% to 21% of the monthly recurring and the nonrecurring UNE costs and removing 13% from the expense portion of the monthly recurring UNE costs; and

WHEREAS, the implementation of the rate changes was stayed pending resolution of the actual adjustment amount (*see*, D. 03-07-023, Finding of Fact 2); and

WHEREAS, on July 10, 2003 ("Decision Effective Date"), the Commission issued D. 03-07-023 ("Decision") implementing the UNE recurring and nonrecurring rate changes adopted in D. 02-09-049 for certain UNEs and which, pursuant to the Decision, are deemed to have become effective on September 19, 2002 ("Rate Effective Date"); and

WHEREAS, the Decision ordered SBC California to file amendments to any interconnection agreements between itself and other carriers that contain UNE rates impacted by the Decision to implement the new recurring UNE rates ("Recurring UNE Rates") and nonrecurring UNE rates ("Nonrecurring UNE Rates") for those UNEs set forth in the Decision; and

WHEREAS, in the Decision, the Commission ordered SBC California to calculate the appropriate billing adjustments owed to or by interconnecting carriers and to ensure that these adjustments are reflected on SBC California's bills for the Recurring UNE Rates and Nonrecurring UNE Rates within sixty (60) days of the of the Decision Effective Date; and

WHEREAS, as set forth in Attachment A to the Decision, the Recurring UNE Rates for the Statewide Average Basic and Assured 2-wire Analog Loop and the Deaveraged Basic and Assured 2-wire Analog Loop (collectively "Loops"), and the Recurring UNE Rates for unbundled Switching, including Port, Switch Features, and Switch Usage (collectively "Switching"), are interim pending the Commission's decision on final rates and, therefore, will be subject to true-up retroactive to September 19, 2002 upon the effective date of the Commission's decision establishing final rates in CPUC Proceeding A.01-02-024 et seq.; and

WHEREAS, the only effect of the Decision on the underlying Agreement is the recalculation of reciprocal compensation rates due to the change of the Switching element rates used in calculating the reciprocal compensation rate in the underlying Agreement; and

WHEREAS, pursuant to Resolution ALJ-181, this filing will become effective, absent rejection of the advice letter by the Commission, thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date")².

¹ Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as SBC California.

² Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting Carrier") after the effective date of a particular rate change, that rate change shall only apply prospectively beginning from the date that the MFN provisions becomes effective between SBC California and the Adopting Carrier following the Commission's order approving the Adopting Carriers Section 252(i) adoption or, the date such Agreement is deemed approved by

NOW, THEREFORE, the Parties agree as follows:

- I. The adjusted reciprocal compensation rates, which include Switching Recurring UNE Rates as element rates, are set forth in Attachment A to this Amendment and incorporated herein by this reference, and shall hereby replace the reciprocal compensation rates, including monthly Recurring UNE Rate of Switching, in the underlying Agreement, subject to the other terms and conditions set forth herein. Such reciprocal compensation rates are interim, subject to true-up, pending the Commission's decision on final rates, as more specifically set forth in Paragraph II below.
- II. The interim reciprocal compensation rates, which include Switching Recurring UNE Rates as element rates, set forth in Attachment A will automatically terminate and be replaced with readjusted reciprocal compensation rates that are calculated based on the final Switching Recurring UNE Rates as of the effective date of a final decision by the Commission approving final Switching Recurring UNE Rates in CPUC Proceeding No. A. 01-02-024/A.01-02-035, *et. seq* (the Commission's UNE Reexamination proceeding for Pacific Bell Telephone Company), subject to any appeals and associated review. Upon the Commission's establishment of final Switching Recurring UNE Rates in Commission Proceeding No. A.01-02-024 *et. seq.*, the interim reciprocal compensation rates set forth in Attachment A shall be subject to retroactive true-up back to September 19, 2002.
- III. In accordance with the Decision, SBC California will calculate the appropriate billing adjustments owed to or by Carrier from the Decision Effective Date, back to the Rate Effective Date for the Reciprocal Compensation Rates which include Switching Recurring Rates as element rates, and will ensure that those adjustments are reflected on SBC California's bills within sixty (60) days of the Decision Effective Date.
- IV. To the extent any Switching Recurring Rates utilized in the underlying Agreement differ from the Switching Recurring UNE rates on which the new Recurring Switching UNE Rates in D. 03-07-023 were based, the rate(s) set forth in the Agreement shall continue to apply without change.
- V. In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, its rights under the United States Supreme Court's opinion in *Verizon v. FCC*, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002); the FCC's Triennial Review Order, adopted on February 20, 2003; and/or 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), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).
- VI. The Parties acknowledge and agree that the rates set forth in this Amendment are each legitimately related to, conditioned on, and in consideration for, every other term and condition in this Amendment.
- VII. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- VIII. This Amendment shall be filed with and shall be subject to approval by the Commission and shall become effective as to Carrier and SBC California on the Amendment Effective Date; provided, however, as to Carrier and SBC California, the rates contained herein shall be applied in accordance with Paragraphs I-III above, subject to Footnote 1, where applicable).

operation of law ("Section 252(i) Effective Date"), and that rate change would not in any manner apply retroactively prior to the Section 252(i) Effective Date.

Attachment A:**California CMRS Interconnection**

Type 2A		
	Setup	\$0.002310
	Duration	\$0.002230
Type 2B		
	Setup	\$0.002080
	Duration	\$0.000550
Type 1		
	Setup	\$0.004048
	Duration	\$0.003910
Type 2A LATA Wide /1/		
	Setup	\$0.002340
	Duration	\$0.002452

/1/ Type 2A LATA Wide rates are only offered to those Wireless Carriers that have Type 2A LATA Wide rates in their current wireless agreement.

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a SBC CALIFORNIA
AND
CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS, FRESNO MSA LIMITED
PARTNERSHIP D/B/A VERIZON WIRELESS, AND RSA NO. 4 LIMITED PARTNERSHIP D/B/A
VERIZON WIRELESS**

Pacific Bell Telephone Company¹ d/b/a SBC California as the Incumbent Local Exchange Carrier in California, (hereafter, "ILEC") and Cellco Partnership d/b/a Verizon Wireless, Fresno MSA Limited Partnership d/b/a Verizon Wireless, and California RSA No. 4 Limited Partnership d/b/a Verizon Wireless as a Competitive Local Exchange Carrier ("CLEC"), an Independent Local Exchange Carrier ("Independent") or Commercial Mobile Radio Service ("CMRS") provider in California, (referred to as "CARRIER"), in order to amend, modify and supersede any affected provisions of their Interconnection Agreement with ILEC in California ("Interconnection Agreement"), hereby execute this Reciprocal Compensation Amendment for ISP-Bound Traffic and Federal Telecommunications Act Section 251(b)(5) Traffic (Adopting FCC's Interim ISP Terminating Compensation Plan)("Amendment"). CLEC and Independent are also referred to as a "LEC."

1.0 Scope of Amendment

- 1.1 On or about July 11, 2003 ILEC made an offer to all telecommunications carriers in the state of California (the "Offer") to exchange traffic on and after August 1, 2003 under Section 251(b)(5) of the Act pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) ("FCC ISP Compensation Order") which was remanded but not vacated in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).
- 1.2 The purpose of this Amendment is to include in CARRIER's Interconnection Agreement the rates, terms and conditions of the FCC's interim ISP terminating compensation plan for the exchange of ISP-bound traffic lawfully compensable under the FCC ISP Compensation Order ("ISP-bound Traffic") and traffic lawfully compensable under Section 251(b)(5) ("Section 251(b)(5) Traffic").
- 1.3 This Amendment is intended to supercede any and all contract sections, appendices, attachments, rate schedules, or other portions of the underlying Interconnection Agreement that set forth rates, terms and conditions for the terminating compensation for ISP-bound Traffic and Section 251(b)(5) Traffic exchanged between ILEC and CARRIER. Any inconsistencies between the provisions of this Amendment and provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Amendment.

2.0 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 all ISP-bound Traffic and all Section 251(b)(5) Traffic exchanged between the Parties on and after the date this Amendment becomes effective pursuant to Section 4.1 of this Amendment.
- 2.2 Reciprocal Compensation Rate Schedule for ISP-bound Traffic and Section 251(b)(5) Traffic:

¹ Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as SBC California.

2.2.1 The rates, terms, conditions in this section apply only to the termination of ISP-bound Traffic and Section 251(b)(5) Traffic, and ISP-bound Traffic is subject to the growth caps and new local market restrictions stated in Sections 2.3 and 2.4 below. Notwithstanding anything contrary in this Amendment, the growth caps in Section 2.3 and the rebuttable presumption in Section 2.6 only apply to LECs.

2.2.2 The Parties agree to compensate each other for such ISP-bound Traffic and Section 251(b)(5) Traffic at a rate of \$.0007 per minute of use.

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

2.3 ISP-bound Traffic Minutes Growth Cap

2.3.1 On a calendar year basis, as set forth below, LEC and ILEC agree to cap overall compensable California 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 California 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
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Calendar Year 2002	Year 2001 compensable ISP-bound minutes, times 1.10
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Calendar Year 2003	Year 2002 compensable ISP-bound minutes
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Calendar Year 2004 and on	Year 2002 compensable ISP-bound minutes
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Notwithstanding anything contrary herein, in Calendar Year 2003, LEC and ILEC agree that ISP-bound Traffic exchanged between LEC and ILEC during the entire period from January 1, 2003 until December 31, 2003 shall be counted towards determining whether LEC has exceeded the growth caps for Calendar Year 2003.

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

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

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

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

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

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

2.6 ISP-bound Traffic Rebuttable Presumption

In accordance with Paragraph 79 of the FCC's ISP Compensation Order, LEC and ILEC agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-bound Traffic exchanged between LEC and ILEC exceeding a 3:1 terminating to originating ratio is presumed to be ISP-bound Traffic subject to the compensation and growth cap terms in this Section 2.0. Either party has the right to rebut the 3:1 ISP presumption by identifying the actual ISP-bound Traffic by any means mutually agreed by the Parties, or by any method approved by the 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 SBC California will remain obligated to pay the presumptive rates (reciprocal 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 ILEC and CARRIER agree that nothing in this Amendment is meant to affect or determine the appropriate treatment of Voice Over Internet Protocol (VOIP) traffic under this or future Interconnection Agreements. The Parties further agree that this Amendment shall not be construed against either party as a "meeting of the minds" that VOIP traffic is or is not local traffic subject to reciprocal compensation. By entering into the Amendment, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Section 252 of the Act, commission established rulemaking dockets, or before any judicial or legislative body.

4.0 Miscellaneous

- 4.1 If this Amendment is executed by CARRIER and such executed amendment is received by ILEC on or before August 23, 2003, this Amendment will be effective as of August 1, 2003, subject to any necessary state commission approval; provided, however, the rates will not be implemented in ILEC's billing system until after any necessary state commission approval, at which time the rates billed by the Parties beginning on August 1, 2003 will be subject to a true-up. If this Amendment is executed by CARRIER but such executed amendment is not received by ILEC until after August 23, 2003, this Amendment will become effective ten (10) days following the date such Amendment is approved or is deemed to have been approved by the applicable state commission.
- 4.2 This Amendment is coterminous with the underlying Interconnection Agreement and does not extend the term or change the termination provisions of the underlying Interconnection Agreement.
- 4.3 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING INTERCONNECTION AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 4.4 Every rate, term and condition of this Amendment is legitimately related to the other rates, terms and conditions in this Amendment. Without limiting the general applicability of the foregoing, the change of law provisions of the underlying Interconnection Agreement, including but not limited to the "Intervening Law" or "Change of Law" or "Regulatory Change" section of the General Terms and Conditions of the Interconnection Agreement and as modified in this Amendment, are specifically agreed by the Parties to be legitimately related to, and inextricably intertwined with this the other rates, terms and conditions of this Amendment.
- 4.5 In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC*, et al, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("USTA decision"); the FCC's Triennial Review Order, adopted on February 20, 2003, on remand from the USTA decision and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of*

Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002); or the Public Utilities Act of Illinois, which was amended on May 9, 2003 to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings and the Illinois Law, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, the Parties acknowledge and agree that SBC California has exercised its option to adopt the FCC ISP terminating compensation plan ("FCC Plan") in California and as of the date of that election by SBC California, the FCC Plan shall apply to this Agreement, as more specifically provided for in this Amendment. In the event that a state or federal regulatory or legislative body or a court of competent jurisdiction, in any proceeding, finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party ("Written Notice"). In addition, to the extent this Agreement is in effect in Illinois, the Parties agree that any ICC orders implementing the Illinois Law, including, without limitation, the ICC Rates, shall automatically apply to this Agreement (for the state of Illinois only) as of the effective date of any such order(s) upon Written Notice, and as soon as practical thereafter, SBC Illinois shall begin billing the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates and SBC Illinois will issue any adjustments, as needed, to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s). With respect to all other Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

IN WITNESS WHEREOF, this Reciprocal Compensation Amendment for ISP-Bound Traffic and Federal Telecommunications Act Section 251(b)(5) Traffic (Adopting FCC Interim Terminating Compensation Plan) to the Interconnection Agreement was exchanged in triplicate on this _____ day of _____, 2003, by SBC California, 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
Fresno MSA Limited Partnership d/b/a Verizon
Wireless
California RSA No. 4 Limited Partnership
d/b/a Verizon Wireless**

**Pacific Bell Telephone Company d/b/a SBC
California by SBC Telecommunications, Inc., its
authorized agent**

Signature: _____

Signature: _____

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Title: *For/* President - Industry Markets

Date: _____

Date: _____

FACILITIES-BASED OCN # _____

ACNA _____

AMENDMENT TO
CELLULAR/PCS INTERCONNECTION AGREEMENT
by and between
PACIFIC BELL TELEPHONE COMPANY D/B/A SBC CALIFORNIA
AND
CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS

This Amendment is entered into this _____ day of _____, 2003 by and between Pacific Bell Telephone Company d/b/a SBC California¹ (“Telco”) and Cellco Partnership d/b/a Verizon Wireless (“Carrier”) (collectively, the “Parties”).

WHEREAS, Telco and Carrier (collectively, the “Parties”) have entered into an Agreement known as “Cellular/PCS Interconnection Agreement by and between Cellco Partnership d/b/a Verizon Wireless and Pacific Bell Telephone Company d/b/a SBC California” (“Interconnection Agreement”); and,

WHEREAS, the Parties desire to amend, as set forth herein, the Interconnection Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. To add to the Interconnection Agreement “Appendix Wireless Meet Point Billing,” attached hereto and made a part hereof.
2. For purposes of this Amendment, the following definitions apply:

“**SBC**” (“SBC Communications Inc.”) means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company, Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

“**SBC-13STATE**” - As used herein, **SBC-13STATE** means the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin (*e.g.*, in Michigan, **SBC-13STATE** means Michigan Bell Telephone Company d/b/a SBC Michigan).

3. 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

¹ Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as SBC California.

law rights 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: the United States Supreme Court's opinion in *Verizon v. FCC, et al*, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("USTA decision"); the FCC's Triennial Review Order, released on August 21, 2003, In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket No. 01-338, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket No. 98-147 (FCC 03-36) and the FCC's Biennial Review Proceeding which the FCC announced, in its Triennial Review Order, is scheduled to commence in 2004; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking on the topic of Intercarrier Compensation generally, issued In the Matter of Developing a Unified Intercarrier Compensation Regime, in CC Docket 01-92 (Order No. 01-132), on April 27, 2001; and the Public Utilities Act of Illinois, which was amended on May 9, 2003 to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law") (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), **SBC-13STATE** shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC'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. The preceding includes without limitation that **SBC-13STATE** shall not be obligated to provide combinations (whether considered new or existing) or commingled arrangements involving **SBC-13STATE** network elements that do not constitute required UNEs under 47 U.S.C. § 251(c)(3) (including those network elements no longer required to be so unbundled), or where UNEs are not requested for permissible purposes. Notwithstanding anything to the contrary in the Agreement and this Amendment and except to the extent that **SBC-13STATE** has adopted the FCC ISP terminating compensation plan ("FCC Plan") in an **SBC-13STATE** state in which this Agreement is effective, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to **SBC-13STATE's** right to exercise its option at any time to adopt on a date specified by **SBC-13STATE** the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. 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"). In addition, to the extent this Agreement is in effect in Illinois, and to the extent applicable, the Parties agree that any ICC orders implementing the Illinois Law, including, without limitation, the ICC Rates, shall automatically apply to this Agreement (for the state of Illinois only) as of the effective date of any such order(s) upon Written Notice, and as soon as practical thereafter, **SBC ILLINOIS** shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately

reflects the ICC Rates and **SBC ILLINOIS** will issue any adjustments, as needed, to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s). With respect to all other Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications 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.

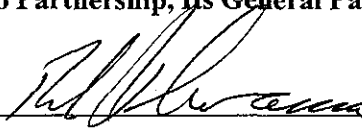
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
5. This Amendment may be executed in multiple counterparts, each of which shall be considered an original and together shall constitute one document.

In witness whereof each Party has caused this Amendment to be executed by its duly authorized representative.

Cellco Partnership d/b/a Verizon Wireless
Fresno MSA Limited Partnership d/b/a
Verizon Wireless
By Cellco Partnership, Its General Partner

Pacific Bell Telephone Company d/b/a SBC
California
By SBC Telecommunications, Inc.,
its authorized agent

California RSA No. 4 Limited Partnership
d/b/a Verizon Wireless
By Cellco Partnership, Its General Partner

By: 

By: 

Name: Robert F. Swaine
(Print or Type)

Name: Mike Auinbauh
(Print or Type)

Title: West Area Vice President - Network Title: For/ President-Industry Markets
(Print or Type)

Date: 12-29-03

Date: JAN 16 2004

AECN/OCN # GMT, CCE

APPENDIX WIRELESS MEET POINT BILLING

1. DEFINITIONS

- a. For purposes of this Appendix, “Access Tandem Switch” means a tandem switch in a Telco network equipped to provide Interconnection between a CMRS provider and an Interexchange Carrier (IXC) that is used to connect and switch traffic for the purpose of providing Switched Access Services.
 - b. For purposes of this Appendix, “Switched Access Services” means an offering of jointly provided access services by Telco with Carrier for the purpose of the origination or the termination of traffic from or to IXCs in a given area pursuant to Telco’s Switched Access Services tariff for Feature Group B and Feature Group D
2. Pursuant to the procedures described in Multiple Exchange Carrier Access Billing (MECAB) document, developed by the Alliance for Telecommunications Industry Solutions’ (ATIS) Ordering and Billing Forum (OBF), the Parties shall provide to each other (or such third party as may be designated in writing, in compliance with the Notice provisions of the Agreement) the Switched Access detail usage data, on a per LATA basis, for jointly provided tandem switched Feature Groups B or D services to or from an IXC. Telco assumes responsibility with regard to the correctness of the data supplied to a third party, except that Telco shall have no responsibility after this data is accessed and used by a third party. As detailed in the MECAB document, the Parties will, in a timely fashion, exchange all information necessary to bill, on an accurate, reliable, and prompt basis, Access Service customers for Switched Access Services traffic jointly provided via the meet-point billing (MPB) arrangement. Information shall be exchanged in Electronic Message Interface (EMI) format, via a mutually acceptable electronic file transfer protocol. The Parties agree that there will be no charge for the exchange of Switched Access detail usage data. Each Party agrees to provide the other Party with Access Usage Records (AURs) based upon mutually agreed upon intervals. Each Party shall provide the other Party the billing name, billing address, and carrier identification (“CIC”) of the IXCs that may utilize any portion of either Party’s network in a carrier/LEC MPB arrangement in order to comply with the MPB Notification process as outlined in the MECAB document. Telco shall provide this information to Carrier except where proprietary restrictions prohibit disclosure. Each Party will be entitled to reject a record that does not contain a CIC code.
 3. Carrier shall designate Telco’s Access Tandem Switch or any other reasonable facilities or points of Interconnection for the purpose of originating or terminating IXC traffic. For the access Tandem Switch designated, the Parties agree that the billing percentage to be utilized to bill Switched Access Service customers for jointly provided Switched Access Services traffic shall be any mutually agreed upon billing percentage(s).
 4. The Parties shall undertake all reasonable measures to ensure that the billing percentage and associated information as described in the MECAB document identified in Paragraph 1 above are included in the National Exchange Carrier Association (“NECA”) FCC Tariff No. 4.
 5. Each Party shall implement the “Multiple Bill/Single Tariff” option described in the MECAB document identified in Section 2 above so that each Party bills the IXC for its portion of the jointly provided Switched Access Services.

**AMENDMENT TO
CELLULAR-PCS INTERCONNECTION AGREEMENT
by and between
PACIFIC BELL TELEPHONE COMPANY d/b/a SBC CALIFORNIA
and**

**Cellco Partnership d/b/a Verizon Wireless, Fresno MSA Limited Partnership d/b/a Verizon Wireless
and California RSA No. 4 Limited Partnership d/b/a Verizon Wireless, individually and collectively
d/b/a Verizon Wireless**

WHEREAS, Pacific Bell Telephone Company¹ d/b/a SBC California ("SBC California") and GTE Mobilnet of Central California Incorporated entered an interconnection agreement (the "Agreement") effective February 3, 2000;

WHEREAS, the Parties amended the Agreement to reflect the assignment of the Agreement from the entity formerly known as GTE Mobilnet of Central California Incorporated to the entities named Cellco Partnership d/b/a Verizon Wireless, Fresno MSA Limited Partnership d/b/a Verizon Wireless, and California RSA No. 4 Limited Partnership d/b/a Verizon Wireless; and,

WHEREAS, the Parties wish to further amend the Agreement to add the following as Parties: GTE Mobilnet of California Limited Partnership d/b/a Verizon Wireless, GTE Mobilnet of Santa Barbara Limited Partnership d/b/a Verizon Wireless and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless.

NOW, THEREFORE, the Parties agree as follows:

(1) The Agreement is amended to add GTE Mobilnet of California Limited Partnership d/b/a Verizon Wireless, GTE Mobilnet of Santa Barbara Limited Partnership d/b/a Verizon Wireless and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless as Parties to the Agreement; and, therefore, the Agreement is by and between Pacific Bell Telephone Company d/b/a SBC California and Cellco Partnership d/b/a Verizon Wireless, Fresno MSA Limited Partnership d/b/a Verizon Wireless, California RSA No. 4 Limited Partnership d/b/a Verizon Wireless, GTE Mobilnet of California Limited Partnership d/b/a Verizon Wireless, GTE Mobilnet of Santa Barbara Limited Partnership d/b/a Verizon Wireless, and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, individually and collectively d/b/a Verizon Wireless ("VZW" or "Carrier").

(2) Section 1.8 of the Agreement is amended and replaced with the following:

1.8 "Carrier's Service Area" is the geographic area(s) where the following Carrier entities are authorized by the FCC to provide two-way CMRS:

Cellco Partnership d/b/a Verizon Wireless

California 6-Mono RSA
California 9-Mendocino RSA
California 7-Imperial RSA
Bakersfield MSA
San Diego MSA

California RSA No. 4 Limited Partnership d/b/a Verizon Wireless

California 4-Madera RSA

¹ Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as SBC California.

Fresno MSA Limited Partnership d/b/a Verizon Wireless

Bakersfield, CA MSA
 California 12-Kings RSA
 Fresno, CA MSA
 Visalia-Tulare-Porterville, CA MSA

GTE Mobilnet of California Limited Partnership d/b/a Verizon Wireless

Salinas-Seaside-Monterey, CA MSA
 San Francisco, CA MSA
 San Jose, CA MSA
 Santa Cruz, CA MSA
 Santa Rosa-Petaluma, CA MSA
 Vallejo-Fairfield-Napa, CA MSA

GTE Mobilnet of Santa Barbara Limited Partnership d/b/a Verizon Wireless

California 5-San Luis Obispo, CA RSA
 Santa Barbara-Santa Maria-Lompoc, CA MSA

Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

San Diego, CA MSA

- (3) The following Section is added to the Agreement:

VZW represents that a complete list of VZW's Access Carrier Name Abbreviation (ACNA) codes, each with the applicable Operating Company Number (OCN), covered by this Agreement is provided below. Any addition, deletion or change in name associated with the listed ACNA codes, or any changes in OCNs, requires notice to SBC California. Notice must be received before orders can be processed under a new or changed ACNA code or OCN.

ACNA/OCN List: GMT, CCE/6006_____

- (4) All other terms and conditions of the Agreement remain unchanged.
- (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 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 California 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). Notwithstanding anything to the contrary in the Agreement and this Amendment and except to the extent that SBC California has adopted the FCC ISP terminating compensation plan ("FCC Plan") in California in which this Agreement is effective, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to SBC California's right to exercise its option at any time to adopt on a date specified by SBC California the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. 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 this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by 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.

- (8) This Amendment shall be filed with and subject to approval by the California Public Utilities Commission.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate by SBC California, signing by and through its duly authorized representative, and Carrier, signing by and through its duly authorized representatives.

Cellco Partnership d/b/a Verizon Wireless

California RSA No. 4 Limited Partnership d/b/a
Verizon Wireless

By Pinnacles Cellular Inc, Its General Partner

Fresno MSA Limited Partnership d/b/a Verizon
Wireless

By Cellco Partnership, Its General Partner

GTE Mobilnet of California Limited Partnership
d/b/a Verizon Wireless

By Cellco Partnership, Its General Partner

GTE Mobilnet of Santa Barbara Limited Partnership
d/b/a Verizon Wireless

By Cellco Partnership, Its General Partner

Verizon Wireless (VAW) LLC d/b/a Verizon
Wireless

By: _____

Name: Robert F. Swaine

Title: West Area Vice President - Network

Date: _____

OCN # _____

ACNA _____

**Pacific Bell Telephone Company d/b/a SBC California
by SBC Telecommunications, Inc., its authorized agent**

By: _____

Name: _____

(Print or Type)

Title: *For*/Senior Vice President-Industry Markets &
Diversified Businesses

Date: _____

**AMENDMENT TO
CELLULAR-PCS INTERCONNECTION AGREEMENT
by and between
PACIFIC BELL TELEPHONE COMPANY d/b/a SBC CALIFORNIA
and**

Cellco Partnership d/b/a Verizon Wireless, Fresno MSA Limited Partnership d/b/a Verizon Wireless and California RSA No. 4 Limited Partnership d/b/a Verizon Wireless, GTE Mobilnet of California Limited Partnership d/b/a Verizon Wireless, GTE Mobilnet of Santa Barbara Limited Partnership d/b/a Verizon Wireless, Verizon Wireless (VAW) LLC d/b/a Verizon Wireless individually and collectively d/b/a Verizon Wireless

WHEREAS, Pacific Bell Telephone Company d/b/a SBC California ("SBC California") and GTE Mobilnet of Central California Incorporated entered an interconnection agreement (the "Agreement") effective February 17, 2000.

WHEREAS, the Parties have previously amended the Agreement to revise the GTE entities to reflect the Verizon Wireless entities.

WHEREAS, the Parties wish to amend the Agreement to add California 11-El Dorado RSA as a part of the Cellco Partnership d/b/a Verizon Wireless "Carrier's Service Area".

NOW, THEREFORE, the Parties agree as follows:

(1) Section 1.8 of the Agreement is amended and replaced with the following:

1.8 "Carrier's Service Area" is the geographic area(s) where the following Carrier entities are authorized by the FCC to provide two-way CMRS:

Cellco Partnership d/b/a Verizon Wireless

California 6-Mono RSA
California 9-Mendocino RSA
California 7-Imperial RSA
Bakersfield MSA
San Diego MSA
California 11-El Dorado RSA

California RSA No. 4 Limited Partnership d/b/a Verizon Wireless

California 4-Madera RSA

Fresno MSA Limited Partnership d/b/a Verizon Wireless

Bakersfield, CA MSA
California 12-Kings RSA
Fresno, CA MSA
Visalia-Tulare-Porterville, CA MSA

GTE Mobilnet of California Limited Partnership d/b/a Verizon Wireless

Salinas-Seaside-Monterey, CA MSA
San Francisco, CA MSA

San Jose, CA MSA
 Santa Cruz, CA MSA
 Santa Rosa-Petaluma, CA MSA
 Vallejo-Fairfield-Napa, CA MSA

GTE Mobilnet of Santa Barbara Limited Partnership d/b/a Verizon Wireless
 California 5-San Luis Obispo, CA RSA
 Santa Barbara-Santa Maria-Lompoc, CA MSA

Verizon Wireless (VAW) LLC d/b/a Verizon Wireless
 San Diego, CA MSA

- (2) All other terms and conditions of the Agreement remain unchanged.
- (3) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- (4) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- (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) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), 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 Inter-carrier 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 any amendments to this Agreement), SBC California has no obligation to provide unbundled network elements (UNEs) to WSP and shall have no obligation to provide UNEs beyond those that may be required by the Act, if any, 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). Notwithstanding anything to the contrary in the Agreement and this Amendment and except to the extent that SBC California has adopted the FCC ISP terminating compensation plan ("FCC Plan") in California, which this Agreement is effective, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to SBC California's right to exercise its option at any time to adopt on a date specified by SBC California the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. 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.

- (6) This Amendment shall be filed with and subject to approval by the Public Utilities Commission of the State of California.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate by SBC California, signing by and through its duly authorized representative, and Carrier, signing by and through its duly authorized representatives.

Cellco Partnership d/b/a Verizon Wireless

California RSA No. 4 Limited Partnership d/b/a
Verizon Wireless
By Pinnacles Cellular Inc, Its General Partner

Fresno MSA Limited Partnership d/b/a Verizon
Wireless

By Cellco Partnership, Its General Partner

GTE Mobilnet of California Limited Partnership
d/b/a Verizon Wireless
By Cellco Partnership, Its General Partner

GTE Mobilnet of Santa Barbara Limited Partnership
d/b/a Verizon Wireless
By Cellco Partnership, Its General Partner

Verizon Wireless (VAW) LLC d/b/a Verizon
Wireless

By: _____

Name: Robert F. Swaine

Title: West Area Vice President - Network

Date: _____

OCN # 6006

ACNA GMT, CCE

**Pacific Bell Telephone Company d/b/a SBC California
by SBC Operations, Inc., its authorized agent**

By: _____

Name: _____
(Print or Type)

Title: AVP-Local Interconnection Marketing

Date: _____

**AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a SBC CALIFORNIA
AND
CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS**

WHEREAS, Pacific Bell Telephone Company¹ d/b/a SBC California ("SBC California"), and Cellco Partnership d/b/a Verizon Wireless ("CARRIER") entered into an Agreement relating to local interconnection ("Agreement") and which permits the Parties to mutually amend the Agreement in writing;

WHEREAS, on September 19, 2002, the California Public Utilities Commission ("Commission") issued D. 02-09-049 adopting rate changes for certain Network Elements by increasing the shared and common cost markup percentage from 19% to 21% of the monthly recurring and the non-recurring Network Element costs and removing 13% from the expense portion of the monthly recurring Network Element costs;

WHEREAS, on July 10, 2003 the Commission issued D. 03-07-023 implementing the recurring and nonrecurring Network Element rate changes adopted in D. 02-09-049 for certain Network Elements and which, pursuant to the Decision, were deemed to have become effective on September 19, 2002;

WHEREAS, on September 23, 2004, the Commission issued D. 04-09-063 adopting final monthly recurring for certain Network Elements rates;

WHEREAS, the retroactive application of the rate changes was stayed pending resolution of the actual adjustment amount;

WHEREAS, on March 17, 2005, the Commission issued D. 05-03-026 ("Decision") reducing on a prospective basis, the shared and common cost markup percentage from 21% to 19% of the monthly recurring and non-recurring cost resulting in new recurring and non-recurring rates for Network Elements ("CPUC Rates");

WHEREAS, the CPUC Rates adopted in the Decision are effective as of March 17, 2005;

WHEREAS, within ninety (90) days of the March 17, 2005, SBC California will make all billing system adjustments necessary to reflect the CPUC Rates set forth on Attachment 1 to this Amendment;

WHEREAS, the only effect of the Decision on the underlying Agreement is the recalculation of reciprocal compensation rates due to the change of the reciprocal compensation switching element rates used in calculating the reciprocal compensation rate in the underlying Agreement; and

WHEREAS, pursuant to Resolution ALJ-181, Rule 6.3, this filing will become effective thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date"), absent rejection of the advice letter by the CPUC.²

NOW, THEREFORE, the Parties agree as follows:

The recurring and non-recurring CPUC Rates set forth on Attachment 1, which are incorporated into this Amendment by this reference hereby replace and supersede the corresponding monthly recurring and non-recurring rates in the underlying Agreement, subject to the other terms and conditions set forth herein. These CPUC Rates are effective on March 17, 2005; ("Rate Effective Date").

¹ Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as SBC California.

²Notwithstanding anything to the contrary in the Agreement (including without limitation this Amendment and any other Amendments to the Agreement (collectively the "Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting Carrier") the rates contained in this Agreement shall only apply prospectively as to the Adopting Carrier beginning from the date the adopted provisions become effective between SBC California and the Adopting Carrier, which shall not be earlier than the date the CPUC approves or is deemed to have approved the Adopting Carrier's Section 252(i) adoption as between SBC California and the Adopting Carrier ("Section 252(i) Effective Date"). The Adopting Carrier shall not be entitled to any retroactive application and/or true-up of rates under this Agreement as to any time period prior to the Section 252(i) Effective Date.

All rates in the Agreement not changed by Attachment 1 remain unchanged. The Parties understand and agree that the rates in Attachment 1 are being incorporated into the Agreement solely to effectuate the rate changes ordered in the Decision.

- I. Within ninety (90) days of the March 17, 2005, SBC California will make all billing system adjustments for those CPUC Rates in Attachment 1 necessary to ensure the Rate Effective Dates are reflected on Carrier's bills on a prospective basis as to any corresponding rates Carrier was billed and paid to SBC California under the Agreement. By implementing the billing adjustments neither Party waives, but instead expressly reserves, in addition to rights reserved in Paragraphs IV and V, below, all of its rights, remedies, and arguments with respect to the FCC's Order on Remand (FCC 04-290), *In the Matter of Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 04-313, CC Docket No. 01-338, FCC 04-179 ("TRO Remand Order") (rel. Feb. 4, 2005).
- III. To the extent the parties have agreed to any rate(s) in their underlying Agreement that differ(s) from the rates in D. 03-07-023 and D. 04-09-063, the rate(s)) set forth in the Agreement shall continue to apply without change.
- IV. The rates in this Amendment only apply to the extent such network element(s), product(s) and/or service(s) are required by the terms of this Agreement. To the extent the underlying Agreement does not contain terms and conditions associated with the network element(s), product(s) and/or service(s) listed on Attachment 1 to this Amendment, this Amendment, which concerns only rates, creates no right to order such network element(s), product(s) and/or service(s), as it does not provide Carrier with the necessary terms and conditions to enable Carrier to obtain and/or order such network element(s), product(s) and/or service(s). Specifically, without limitation, if this Agreement or any Amendments provide that a network element(s), product(s) or service(s) is no longer required or is subject to being no longer required, the rates in this Amendment shall not apply, nor shall the inclusion of the rates in this Amendment create a right to the network element(s), product(s) or service(s) inconsistent with the Agreement, including any Amendments. Rather, Carrier must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such network element(s), product(s) and/or service(s) that SBC California is required to offer under Section 251(c)(3) of the Federal Telecommunications Act, as set forth in applicable FCC rules in effect at the time Carrier seeks such amendment.
- V. This Amendment does not in any way prohibit, limit, or otherwise affect either Party from taking any position with respect to the Decision or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the Decision or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.
- VI. In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the 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, including, without limitation, 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, et. al 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 (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); 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), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).
- VII. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.

VIII. This Amendment shall be filed with and shall be subject to approval by the Commission and shall become effective the later of: (i) the date the Agreement became effective between Carrier and SBC California; or (ii) the Amendment Effective Date.

Attachment A

California CMRS Interconnection

Transiting		
	Setup	\$0.001536
	Duration	\$0.000453

- /1/ The rates in this Amendment only apply to the extent such network element(s), product(s) and/or service(s) are required by the terms of this Agreement. To the extent the underlying Agreement does not contain terms and conditions associated with the network element(s), product(s) and/or service(s) listed on Attachment 1 to this Amendment, this Amendment, which concerns only rates, creates no right to order such network element(s), product(s) and/or service(s), as it does not provide Carrier with the necessary terms and conditions to enable Carrier to obtain and/or order such network element(s), product(s) and/or service(s). Specifically, without limitation, if this Agreement or any Amendments provide that a network element(s), product(s) or service(s) is no longer required or is subject to being no longer required, the rates in this Amendment shall not apply, nor shall the inclusion of the rates in this Amendment create a right to the network element(s), product(s) or service(s) inconsistent with the Agreement, including any Amendments. Rather, Carrier must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such network element(s), product(s) and/or service(s) that SBC California is required to offer under Section 251(c)(3) of the Federal Telecommunications Act, as set forth in applicable FCC rules in effect at the time Carrier seeks such amendment.

**AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a SBC CALIFORNIA
AND
CARRIER**

WHEREAS, Pacific Bell Telephone Company¹ d/b/a SBC California ("SBC California") and **CARRIER** ("CARRIER") entered into an Agreement relating to local interconnection ("Agreement") and which permits the Parties to mutually amend the Agreement in writing;

WHEREAS, on September 23, 2004, the California Public Utilities Commission ("Commission") issued D. 04-09-063 adopting final monthly recurring for certain Network Elements rates, including the tandem switching rates;

WHEREAS, D. 04-09-063 contained an error in the Tandem Switching Set Up Per Completed Message rate in Appendices A, B and C of that decision;

WHEREAS, on March 17, 2005, the Commission issued D. 05-03-026 ("Decision") modifying the monthly recurring and non-recurring cost resulting in new recurring and non-recurring rates for Network Elements, including the Tandem Switching Set Up Per Completed Message rate;

WHEREAS, on May 26, 2005, the Commission issued D. 05-05-031 correcting the unbundled Tandem Switching Set Up Per Completed Message rate;

WHEREAS, the Parties filed an amendment conforming the Agreement to D. 05-03-026 and which amendment ("Amendment D. 05-03-026") included the Tandem Switching Set Up Per Completed Message Rates;

WHEREAS, the Tandem Switching Set Up Per Completed Message rates are effective as of May 26, 2005;

WHEREAS, the Parties are filing this amendment ("Amendment") to correct the unbundled Tandem Switching Set Up Per Completed Message rate, set forth in the Amendment D. 05-03-026;

WHEREAS, within ninety (90) days of the May 26, 2005, SBC California will make any billing system changes necessary to reflect the corrected Tandem Switching Set Up Per Completed Message in Attachment A to this Amendment; and

WHEREAS, pursuant to Resolution ALJ-181, Rule 6.3, this filing will become effective thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date"), absent rejection of the advice letter by the CPUC.²

NOW, THEREFORE, the Parties agree as follows:

- I. The Tandem Switching Setup Per Message Rate set forth on Attachment A which is incorporated into this Amendment by this reference hereby replace and supersede the corresponding rates in the underlying Agreement, subject to the other terms and conditions set forth herein.
- II. All rates in the Agreement not changed by Attachment A remain unchanged.

¹ Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as SBC California.

²Notwithstanding anything to the contrary in the Agreement (including without limitation this Amendment and any other Amendments to the Agreement (collectively the "Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CARRIER") the rates contained in this Agreement shall only apply prospectively as to the Adopting CARRIER beginning from the date the adopted provisions become effective between SBC California and the Adopting CARRIER, which shall not be earlier than the date the CPUC approves or is deemed to have approved the Adopting CARRIER's Section 252(i) adoption as between SBC California and the Adopting CARRIER ("Section 252(i) Effective Date"). The Adopting CARRIER shall not be entitled to any retroactive application and/or true-up of rates under this Agreement as to any time period prior to the Section 252(i) Effective Date.

- III. Within ninety (90) days of May 26, 2005, SBC California will make all billing system changes necessary to ensure the Rate Effective Dates are reflected on CARRIER's bills on a prospective basis as to any corresponding rates CARRIER was billed and paid to SBC California under the Agreement.
- IV. The rates in this Amendment only apply to the extent such network element(s), product(s) and/or service(s) are required by the terms of this Agreement. To the extent the underlying Agreement does not contain terms and conditions associated with the network element(s), product(s) and/or service(s) listed on Attachments 1 and 2 to this Amendment, this Amendment, which concerns only rates, creates no right to order such network element(s), product(s) and/or service(s), as it does not provide CARRIER with the necessary terms and conditions to enable CARRIER to obtain and/or order such network element(s), product(s) and/or service(s). Specifically, without limitation, if this Agreement or any Amendments provide that a network element(s), product(s) or service(s) is no longer required or is subject to being no longer required, the rates in this Amendment shall not apply, nor shall the inclusion of the rates in this Amendment create a right to the network element(s), product(s) or service(s) inconsistent with the Agreement, including any Amendments. Rather, CARRIER must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such network element(s), product(s) and/or service(s) that SBC California is required to offer under Section 251(c)(3) of the Federal Telecommunications Act, as set forth in applicable FCC rules in effect at the time CARRIER seeks such amendment.
- V. This Amendment does not in any way prohibit, limit, or otherwise affect either Party from taking any position with respect to the Decision or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the Decision or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.
- VI. In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the 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, including, without limitation, 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, et. al/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 (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); 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), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).
- VII. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.
- VIII. This Amendment shall be filed with and shall be subject to approval by the Commission and shall become effective the later of: (i) the date the Agreement became effective between CARRIER and SBC California or (ii) the Amendment Effective Date.

Attachment A

California CMRS Interconnection

Transiting		
	Setup	\$0.000629
	Duration	\$0.000453

- /1/ The rates in this Amendment only apply to the extent such network element(s), product(s) and/or service(s) are required by the terms of this Agreement. To the extent the underlying Agreement does not contain terms and conditions associated with the network element(s), product(s) and/or service(s) listed on Attachment 1 to this Amendment, this Amendment, which concerns only rates, creates no right to order such network element(s), product(s) and/or service(s), as it does not provide Carrier with the necessary terms and conditions to enable Carrier to obtain and/or order such network element(s), product(s) and/or service(s). Specifically, without limitation, if this Agreement or any Amendments provide that a network element(s), product(s) or service(s) is no longer required or is subject to being no longer required, the rates in this Amendment shall not apply, nor shall the inclusion of the rates in this Amendment create a right to the network element(s), product(s) or service(s) inconsistent with the Agreement, including any Amendments. Rather, Carrier must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such network element(s), product(s) and/or service(s) that SBC California is required to offer under Section 251(c)(3) of the Federal Telecommunications Act, as set forth in applicable FCC rules in effect at the time Carrier seeks such amendment.

AMENDMENT TO
CELLULAR-PCS INTERCONNECTION AGREEMENT

by and between

PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA

and

Cellco Partnership d/b/a Verizon Wireless, California RSA No. 4 Limited Partnership d/b/a Verizon Wireless, Fresno MSA Limited Partnership d/b/a Verizon Wireless, GTE Mobilnet of California Limited Partnership d/b/a Verizon Wireless, GTE Mobilnet of Santa Barbara Limited Partnership d/b/a Verizon Wireless and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless and individually and collectively d/b/a Verizon Wireless

WHEREAS, Pacific Bell Telephone Company¹ d/b/a AT&T California ("AT&T California") and Cellco Partnership d/b/a Verizon Wireless, entered an Interconnection Agreement (the "Agreement") effective February 17, 2000;

WHEREAS, the Parties wish to amend the Agreement to add the following as Party: Cal-One Cellular Limited Partnership d/b/a Verizon Wireless .

NOW, THEREFORE, the Parties agree as follows:

(1) The Agreement is amended to add Cal-One Cellular Limited Partnership d/b/a Verizon Wireless as a Party to the Agreement; and, therefore, the Agreement is by and between Pacific Bell Telephone Company d/b/a AT&T California and Cellco Partnership d/b/a Verizon Wireless, California RSA No. 4 Limited Partnership d/b/a Verizon Wireless, Fresno MSA Limited Partnership d/b/a Verizon Wireless, GTE Mobilnet of California Limited Partnership d/b/a Verizon Wireless, GTE Mobilnet of Santa Barbara Limited Partnership d/b/a Verizon Wireless, Verizon Wireless (VAW) LLC d/b/a Verizon Wireless and Cal-One Cellular Limited Partnership d/b/a Verizon Wireless, individually and collectively d/b/a Verizon Wireless ("VZW" or "Carrier").

(2) Section 1.8 of the Agreement is amended to add the following:

**Cal-One Cellular Limited Partnership d/b/a Verizon Wireless
California 1 Del Norte**

(3) Section 21.3 of the Agreement is replaced with the following:

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

ACNA/OCN List: GMT, CCE/6006
COQ/6604

(4) All other terms and conditions of the Agreement remain unchanged.

¹ Pacific Bell Telephone Company, a California corporation, is now doing business in California as AT&T California.

- (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 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) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Report and Order and Notice of Proposed Rulemaking (FCC 05-150), CC Docket Nos. 02-33, 01-337, 95-20, 98-10 and WC Docket Nos. 04-242 and 05-271 (rel. Sept. 23, 2005) ("Title I Order"); 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 and Amendment, AT&T California has no obligation to provide unbundled network elements (UNEs) to WSP and shall have no obligation to provide UNEs beyond those that may be required by the Act, if any, 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 AT&T California has exercised its option to adopt the FCC ISP terminating compensation plan ("FCC Plan") in California and as of the date of that election by AT&T California, the FCC Plan shall apply to this Agreement, as more specifically provided for herein. 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.
- (8) This Amendment shall be filed with and subject to approval by the California Public Utilities Commission.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate by AT&T California, signing by and through its duly authorized representative, and Carrier, signing by and through its duly authorized representatives.

Cellco Partnership d/b/a Verizon Wireless

California RSA No. 4 Limited Partnership d/b/a
Verizon Wireless

By Pinnacles Cellular Inc, Its General Partner

Fresno MSA Limited Partnership d/b/a Verizon
Wireless

By Cellco Partnership, Its General Partner

GTE Mobilnet of California Limited Partnership
d/b/a Verizon Wireless

By Cellco Partnership, Its General Partner

GTE Mobilnet of Santa Barbara Limited Partnership
d/b/a Verizon Wireless

By Cellco Partnership, Its General Partner

Verizon Wireless (VAW) LLC d/b/a Verizon
Wireless

Cal-One Cellular Limited Partnership d/b/a Verizon
Wireless By Cellco Partnership, Its General Partner

By: Keith A. Surratt

Name: Keith A. Surratt

Title: Area Vice President - Network

Date: 4/12/06

OCN # 6006/6604

ACNA GMT, COE, COQ

**Pacific Bell Telephone Company d/b/a AT&T California
by AT&T Operations, Inc., its authorized agent**

By: Rebecca L. Sparks

Name: Rebecca L. Sparks

(Print or Type)

Title: Executive Director-Regulatory

Date: 5/3/06

**AMENDMENT TO
CELLULAR-PCS INTERCONNECTION AGREEMENT
BY AND BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND**

**CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS, CALIFORNIA RSA NO. 4 LIMITED
PARTNERSHIP d/b/a VERIZON WIRELESS, FRESNO MSA LIMITED PARTNERSHIP d/b/a
VERIZON WIRELESS, GTE MOBILNET OF CALIFORNIA LIMITED PARTNERSHIP d/b/a
VERIZON WIRELESS, GTE MOBILNET OF SANTA BARBARA LIMITED PARTNERSHIP d/b/a
VERIZON WIRELESS, CAL-ONE CELLULAR LIMITED PARTNERSHIP d/b/a VERIZON
WIRELESS AND VERIZON WIRELESS (VAW), LLC d/b/a VERIZON WIRELESS, ALL
INDIVIDUALLY AND COLLECTIVELY d/b/a VERIZON WIRELESS**

The Interconnection Agreement, effective February 17, 2000 ("the Agreement") by and between Pacific Bell Telephone Company d/b/a AT&T California¹ ("AT&T California") and Cellco Partnership d/b/a Verizon Wireless, California RSA No. 4 Limited Partnership d/b/a Verizon Wireless, Fresno MSA Limited Partnership d/b/a Verizon Wireless, GTE Mobilnet of California Limited Partnership d/b/a Verizon Wireless, GTE Mobilnet of Santa Barbara Limited Partnership d/b/a Verizon Wireless, Cal-One Cellular Limited Partnership d/b/a Verizon Wireless and Verizon Wireless (VAW), LLC d/b/a Verizon Wireless, all individually and collectively d/b/a Verizon Wireless ("CARRIER") is hereby amended as follows:

- (1) The Parties agree to consolidate the AirTouch Cellular d/b/a Verizon Wireless, Modoc RSA Limited Partnership d/b/a Verizon Wireless, Oxnard/Ventura/Simi Limited Partnership d/b/a Verizon Wireless, Redding MSA Limited Partnership d/b/a Verizon Wireless and Sacramento Valley Limited Partnership, individually and collectively d/b/a Verizon Wireless, (VZW) in to the Cellco Partnership d/b/a Verizon Wireless, California RSA No. 4 Limited Partnership d/b/a Verizon Wireless, Fresno MSA Limited Partnership d/b/a Verizon Wireless, GTE Mobilnet of California Limited Partnership d/b/a Verizon Wireless, GTE Mobilnet of Santa Barbara Limited Partnership d/b/a Verizon Wireless, Cal-One Cellular Limited Partnership d/b/a Verizon Wireless and Verizon Wireless (VAW), LLC d/b/a Verizon Wireless, all individually and collectively d/b/a Verizon Wireless Agreement.
- (2) Carrier is adding Los Angeles SMSA Limited Partnership d/b/a Verizon Wireless, as a Party to the Agreement.
- (3) As a result of the consolidation of the Agreements listed in (1) above, and the addition of the Los Angeles SMSA Limited Partnership d/b/a Verizon Wireless, as a Party to the Agreement the title of the Agreement shall be:

Verizon Wireless

- (4) And, AirTouch Cellular d/b/a Verizon Wireless, Modoc RSA Limited Partnership d/b/a Verizon Wireless, Oxnard/Ventura/Simi Limited Partnership d/b/a Verizon Wireless, Redding MSA Limited Partnership d/b/a Verizon Wireless and Sacramento Valley Limited Partnership, individually and collectively d/b/a Verizon Wireless, (VZW) Agreement will be deemed terminated on the Effective Date of this Amendment.
- (5) Section 1.8 of the Agreement is amended to add the following Carrier Service Areas:

Los Angeles SMSA Limited Partnership d/b/a Verizon Wireless
Bakersfield MSA
Los Angeles-Long Beach MSA

¹Pacific Bell Telephone Company, a California corporation, is now doing business in California as "AT&T California".

Anaheim-Santa Ana-Garden Grove MSA
Riverside-San Bernardino MSA
Ontario MSA

Modoc RSA Limited Partnership d/b/a Verizon Wireless
California 2 – Modoc MSA

Oxnard/Ventura/Simi Limited Partnership d/b/a Verizon Wireless
Oxnard MSA

Redding MSA Limited Partnership d/b/a Verizon Wireless
Redding MSA

Sacramento Valley Limited Partnership d/b/a Verizon Wireless
California 10- Sierra MSA
California 8 – Tehama MSA
Chico MSA
Modesto MSA
Sacramento MSA
Stockton – MSA
Yuba City – MSA

- (6) Section 21.3 is replaced with the new Section 21.3 as follows:

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

ACNA/OCN List: GMT, CCE 6006
COQ, 6604
PUL, 6006

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

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in duplicate by AT&T California, 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

California RSA No. 4 Limited Partnership d/b/a Verizon Wireless

By Pinnacles Cellular Inc., Its General Partner

Fresno MSA Limited Partnership d/b/a Verizon Wireless

By Cellco Partnership, Its General Partner

GTE Mobilnet of California Limited Partnership d/b/a Verizon Wireless

By Cellco Partnership, Its General Partner

GTE Mobilnet of Santa Barbara Limited Partnership d/b/a Verizon Wireless

By Cellco Partnership, Its General Partner

Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

Cal-One Cellular Limited Partnership d/b/a Verizon Wireless

By Cellco Partnership, Its General Partner

AirTouch Cellular d/b/a Verizon Wireless

Modoc RSA Limited Partnership d/b/a Verizon Wireless

By AirTouch Cellular, Its General Partner

Oxnard/Ventura/Simi Limited Partnership d/b/a Verizon Wireless

By AirTouch Cellular, Its General Partner

Sacramento Valley Limited Partnership d/b/a Verizon Wireless

By AirTouch Cellular, Its General Partner

Los Angeles SMSA Limited Partnership d/b/a Verizon Wireless

By AirTouch Cellular, Its General Partner

Redding MSA Limited Partnership d/b/a Verizon Wireless

By Sacramento Valley Limited Partnership, Its General Partner

By AirTouch Cellular, Its General Partner

By: Keith A. Surratt

Printed: Keith A. Surratt

Title: West Area Vice President-Network
(Print or Type)

Date: 6/25/07

ACNA/OCN: GMT, CCE 6006
COQ, 6604
PUL, 6006

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

By: Rebecca L Sparks

Printed: Rebecca L Sparks

Title: Executive Director - Regulatory
(Print or Type)

Date: JUL 10 2007

**AMENDMENT TO
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
VERIZON WIRELESS**

The Interconnection Agreement dated November 11, 1999 by and between Pacific Bell Telephone Company d/b/a AT&T California ("AT&T California")¹ and Cellco Partnership d/b/a Verizon Wireless, California RSA No. 4 Limited Partnership d/b/a Verizon Wireless, Fresno MSA Limited Partnership d/b/a Verizon Wireless, GTE Mobilnet of California Limited Partnership d/b/a Verizon Wireless, GTE Mobilnet of Santa Barbara Limited Partnership d/b/a Verizon Wireless, Los Angeles SMSA Limited Partnership d/b/a Verizon Wireless, Modoc RSA Limited Partnership d/b/a Verizon Wireless, Oxnard/Ventura/Simi Limited Partnership d/b/a Verizon Wireless, Redding MSA Limited Partnership d/b/a Verizon Wireless, Sacramento Valley Limited Partnership, Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, AirTouch Cellular d/b/a Verizon Wireless, Cal-One Cellular Limited Partnership d/b/a Verizon Wireless (collectively, "Verizon Wireless") ("Agreement") effective in the State of California is hereby amended as follows:

1. Section 16. Term and Termination of the Agreement is amended by adding the following section:
 - 16.2.1 Notwithstanding anything to the contrary in this Section 16, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years commencing on April 10, 2007 until April 10, 2010 (the "Extended Expiration Date"). The Agreement shall expire on the Extended Expiration Date; provided, however, that during the period from the effective date of this Amendment until the Extended Expiration Date, the Agreement may be terminated earlier either by written notice from Verizon Wireless, by AT&T California pursuant to the Agreement's early termination provisions, by mutual agreement of the parties, or upon the effective date of a written and signed superseding agreement between the parties.
2. The Parties acknowledge and agree that AT&T California shall permit the extension of this Agreement, subject to amendment to reflect future changes of law as and when they may arise.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
5. This Amendment shall be filed with and is subject to approval by the Public Utilities Commission of the State of California and shall become effective ten (10) days following approval by such Commission.

¹ Pacific Bell Telephone Company, a California corporation, is now doing business in California as "AT&T California".

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 9th day of January, 2008, by AT&T California, signing by and through its duly authorized representative, and Verizon Wireless, signing by and through its duly authorized representative.

Celco Partnership d/b/a Verizon Wireless

California RSA No. 4 Limited Partnership d/b/a
Verizon Wireless

By Pinnacles Cellular Inc, Its General Partner

Fresno MSA Limited Partnership d/b/a Verizon
Wireless

By Celco Partnership, Its General Partner

GTE Mobilnet of California Limited Partnership d/b/a
Verizon Wireless

By Celco Partnership, Its General Partner

GTE Mobilnet of Santa Barbara Limited Partnership
d/b/a Verizon Wireless

By Celco Partnership, Its General Partner

Los Angeles SMSA Limited Partnership d/b/a Verizon
Wireless

By AirTouch Cellular, Its General Partner

Modoc RSA Limited Partnership d/b/a Verizon
Wireless

By AirTouch Cellular, Its General Partner

Oxnard/Ventura/Simi Limited Partnership d/b/a
Verizon Wireless

By AirTouch Cellular, Its General Partner

Redding MSA Limited Partnership d/b/a Verizon
Wireless

By Sacramento Valley Limited Partnership, Its
General Partner

By AirTouch Cellular, Its General Partner

Sacramento Valley Limited Partnership, Its General
Partner

By AirTouch Cellular, Its General Partner

Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

AirTouch Cellular d/b/a Verizon Wireless

Cal-One Cellular Limited Partnership d/b/a Verizon
Wireless

By Celco Partnership, Its General Partner

By Keith A. Surratt

Name: Keith A. Surratt
(Print or Type)

Title: West Area Vice President - Network
(Print or Type)

Date: 12/24/07

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

By: Eddie A. Reed, Jr.

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

Title: Director - Interconnection Agreements

Date: 1-9-08

FACILITIES-BASED OCN # _____

UNE OCN # _____

RESALE OCN # _____

ACNA _____

AT&T Wholesale Amendment

**AMENDMENT TO
CMRS INTERCONNECTION AGREEMENT
BY AND BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS**

The CMRS Interconnection Agreement, dated November 11, 1999 ("the Agreement") by and between Pacific Bell Telephone Company¹ d/b/a AT&T California ("AT&T California"), and the Verizon Wireless entities listed on the signature page of this Amendment, individually and collectively d/b/a Verizon Wireless ("Verizon Wireless") is hereby amended as follows:

- (1) The Parties agree to delete paragraph 4.3.3 of the Agreement and replace it with new paragraphs 4.3.3 and 4.3.4 which will read as follows:

4.3.3 Based on subsequent analysis of traffic exchanged between the Parties, the mobile-to-land interMTA factor under this agreement is six percent (6%).

4.3.4 AT&T California and Verizon Wireless each maintain the right to notify the other Party that the existing interMTA factor does not accurately reflect the proportion of Verizon Wireless-originated traffic delivered to AT&T California over local trunks that is InterMTA Traffic. AT&T California and Verizon Wireless 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 California and Verizon Wireless not reach agreement on a new interMTA factor within thirty (30) days of receiving notice, AT&T California and Verizon Wireless agree to use the dispute resolution process set forth in Section 31.0.

- (2) The Parties agree to modify the Verizon Wireless entities that operate pursuant to the Agreement as follows:

AirTouch Cellular c/b/a Verizon Wireless, Oxnard/Ventura/Simi Limited Partnership, d/b/a Verizon Wireless, and Cal-One Cellular Limited Partnership, d/b/a Verizon Wireless, will not longer be Parties to this Agreement.

Verizon Wireless Telecom, Inc. is hereby added as a new Party to this Agreement.

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

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

- (5) 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.

- (6) Pursuant to Resolution ALJ 181, this filing will become effective, absent rejection of the advice letter by the Commission, upon thirty (30) days after the filing date of the Advice Letter to which this Amendment is appended ("Effective Date").

¹ Pacific Bell Telephone Company, a California corporation, is now doing business in California as "AT&T California".

Cellco Partnership d/b/a Verizon Wireless

California RSA No. 4 Limited Partnership d/b/a
Verizon Wireless

By: Pinnacles Cellular, Inc., Its General Partner

Fresno MSA Limited Partnership d/b/a Verizon
Wireless

By: Cellco Partnership, Its General Partner

GTE Mobilnet of California Limited Partnership d/b/a
Verizon Wireless

By: Cellco Partnership, Its General Partner

GTE Mobilnet of Santa Barbara Limited Partnership
d/b/a Verizon Wireless

By: Cellco Partnership, Its General Partner

Los Angeles SMSA Limited Partnership d/b/a Verizon
Wireless

By: AirTouch Cellular, Its General Partner

Modoc RSA Limited Partnership d/b/a Verizon
Wireless

By: AirTouch Cellular, Its General Partner

Redding MSA Limited Partnership d/b/a Verizon
Wireless

By: Sacramento Valley Limited Partnership, Its
General Partner

By: AirTouch Cellular, Its General Partner

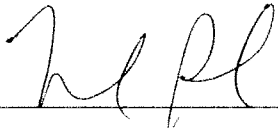
Sacramento Valley Limited Partnership

By AirTouch Cellular, Its General Partner

Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

Verizon Wireless Telecom, Inc.

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

By: 

Printed: Nicola Palmer

Title: VP- Network Support
(Print or Type)

Date: 7/29/10

By: 

Printed: Eddie A. Reed, Jr.

Title: Director - Interconnection Agreements

Date: 8-19-10

OCN # 6006

ACNA CCE, COQ, GMT, PUL

AT&T Wholesale Amendment

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

This Amendment (the "Amendment") amends the CMRS Interconnection Agreement by and between Pacific Bell Telephone Company d/b/a AT&T California hereinafter referred to as "AT&T" and the Verizon Wireless entities listed on the signature section of this Amendment (collectively "Carrier"). AT&T and Carrier are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and Carrier are parties to a CMRS Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1996 for Commercial Mobile Radio Service (CMRS), approved February 17, 2000 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, end-users, Customer, or customer of AT&T and the Carrier's End User, end user, end-users, Customer or customer. All references to Local Traffic and/or local traffic and/or Section 251(b)(5) 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 replace the rate for Section 251(b)(5) Traffic per minute of use for Type 2A, Type 1 and Type 2B in Appendix Pricing 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 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. Carrier is adding WWC License LLC d/b/a Verizon Wireless as a Party to the Agreement.



7. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting Carrier's agreement.
8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
9. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law, or under the intervening law, or regulatory change provisions, in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
10. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
11. Pursuant to Resolution ALJ 181, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty days after the filing date of the Advice Letter to which this Amendment is appended ("Amendment Effective Date").

Cellco Partnership d/b/a Verizon Wireless

Pacific Bell Telephone Company d/b/a AT&T California
By AT&T Services, Inc., its authorized agent

California RSA 4 Limited Partnership d/b/a
Verizon Wireless
By Pinnacles Cellular Inc.,
its general partner

Fresno MSA Limited Partnership d/b/a Verizon
Wireless
By Cellco Partnership, its general
partner

GTE Mobilnet of California Limited Partnership
d/b/a Verizon Wireless
By Cellco Partnership, its
general partner

GTE Mobilnet of Santa Barbara Limited Partnership
d/b/a Verizon Wireless
By Cellco Partnership, its
general partner

Los Angeles SMSA Limited Partnership
d/b/a Verizon Wireless
By Airtouch Cellular, its
general partner

Redding MSA Limited Partnership
d/b/a Verizon Wireless
By Sacramento Valley Limited
Partnership, its general partner

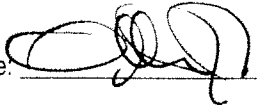
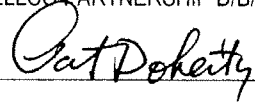
Modoc RSA Limited Partnership
d/b/a Verizon Wireless
By Airtouch Cellular, its
general partner
By Airtouch Cellular, its
general partner

Sacramento Valley Limited
Partnership
By Airtouch Cellular, its
general partner

Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

Verizon Wireless Telecom, Inc. d/b/a Verizon Wireless

WWC License, LLC d/b/a Verizon Wireless
By Alltel Communications, LLC, Its Sole Member

Signature: Name: Walter L. Jones Jr.
(Print or Type)Title: Area Vice President - Network
(Print or Type)Date: 5/31/12Signature: Name: Patrick Doherty
(Print or Type)Title: Director - Regulatory
(Print or Type)Date: 6-11-12

State	ACNA(s)	CMRS OCN
CALIFORNIA	CCE, COQ, GMT, PUL	6006

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