

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

This Interconnection Agreement (the "MFN Agreement"), is being entered into by and between Wisconsin Bell, Inc.¹ d/b/a AT&T Wisconsin ("AT&T Wisconsin"), and Denali Spectrum Operations, LLC ("WSP"), (each a "Party" and, collectively, the "Parties"), pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 ("the Act").

RECITALS

WHEREAS, pursuant to Section 252(i) of the Act, WSP has requested to adopt the Interconnection Agreement by and between AT&T Wisconsin and Verizon Wireless Celco Partnership d/b/a Verizon Wireless for the State of Wisconsin, which was approved by the Public Service Commission of Wisconsin ("the Commission") under Section 252(e) of the Act on October 23, 1997 in Docket Number 4875-MA-100, including any Commission approved amendments to such Agreement (the "Separate Agreement"), which is incorporated herein by reference; and

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, WSP and AT&T Wisconsin hereby agree as follows:

1.0 Incorporation of Recitals and Separate Agreement by Reference

- 1.1 The foregoing Recitals are hereby incorporated into and made a part of this MFN Agreement.
- 1.2 Except as expressly stated herein, the Separate Agreement (including any and all applicable Appendices, Schedules, Exhibits, Attachments and Commission approved Amendments thereto) is incorporated herein by this reference and forms an integral part of the MFN Agreement.

2.0 Modifications to Separate Agreement

- 2.1 All references to "AMERITECH INFORMATION INDUSTRY SERVICES, a division of Ameritech Services, Inc. a Delaware Corporation" are hereby replaced with "Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, a Wisconsin corporation" and AT&T Wisconsin's address of "350 North Orleans, 3rd Floor, Chicago, IL 60654" is hereby replaced with "722 N Broadway, Milwaukee, WI 53202." Finally, the following language is hereby deleted: "on behalf of and as agent for AT&T Wisconsin".
- 2.2 References in the Separate Agreement to "Carrier", "CMRS" or to "Other" shall for purposes of the MFN Agreement be deemed to refer to WSP.
- 2.3 References in the Separate Agreement to the "Effective Date," the date of effectiveness thereof and like provisions shall for purposes of this MFN Agreement be deemed to refer to the date which is ten (10) days following Commission approval of the MFN Agreement or, absent Commission approval, the date the MFN Agreement is deemed approved under Section 252(e)(4) of the Act. In addition, this MFN Agreement shall expire on December 2, 2002.

¹ Wisconsin Bell, Inc. (previously referred to as "Wisconsin Bell" or "SBC Wisconsin") now operates under the name "AT&T Wisconsin".

2.4 The Notices Section in the Separate Agreement is hereby revised to reflect that Notices should be sent to WSP under this MFN Agreement at the following address:

NOTICE CONTACT	WSP CONTACT
NAME/TITLE	Dan Graf, Director Interconnection
STREET ADDRESS	10307 Pacific Center Court
CITY, STATE, ZIP CODE	San Diego, CA 92121
FACSIMILE NUMBER	858-882-6270
WSP COPY CONTACT	
NAME/TITLE	Jonathan Sox
STREET ADDRESS	10307 Pacific Center Court
CITY, STATE, ZIP CODE	San Diego, CA 92121

2.5 The Notices Section in the Separate Agreement is hereby revised to reflect that Notices should be sent to AT&T Wisconsin under this MFN Agreement at the following address:

NOTICE CONTACT	AT&T-13STATE CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard, 9 th Floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	214-464-2006

2.6 In Section 13.1 Authorization, the references to "Ameritech" are replaced with references to "AT&T Wisconsin" and Ameritech's state of incorporation is the state of "Wisconsin." In Section 13.2 after "State of", WSP's state of incorporation of Delaware should be deemed to be inserted.

2.7 The following name before the signature line of the Separate Agreement "AMERITECH INFORMATION INDUSTRY SERVICES AMERITECH WISCONSIN" is hereby revised to read "AT&T Operations, Inc. as Agent for Wisconsin Bell, Inc. d/b/a AT&T Wisconsin" for purposes of this MFN Agreement.

3.0 Clarifications

3.1 In entering into this MFN Agreement, the Parties acknowledge and agree that neither Party waives, and each Party expressly reserves, any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in this MFN Agreement (including intervening law rights asserted by either Party via written notice as to the Separate Agreement), with respect to any orders, decisions, legislation or proceedings and any remands by the FCC, state utility commission, court, legislature or other governmental body including, without limitation, any such orders, decisions, legislation, proceedings, and remands which were issued, released or became effective prior to the Effective Date of this MFN Agreement, or which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review.

3.2 It is AT&T Wisconsin's position that this MFN Agreement (including all attachments thereto) and every interconnection, service and network element provided hereunder, is subject to all rates, terms and conditions contained in the MFN Agreement (including all attachments/appendices thereto), and that all of such provisions are integrally related and non-severable.

Denali Spectrum Operations, LLC
a Delaware limited liability company

By: Denali Spectrum License, LLC
Its sole member

By: Denali Spectrum, LLC
Its sole member

By: Denali Spectrum Manager, LLC
Its manager

By: Doyon, Limited
Its manager

By: Brian Root

Printed: Brian Root

Title: Operators Manager
(Print or Type)

Date: 2/8/08

Wisconsin Bell, Inc. d/b/a AT&T Wisconsin by
AT&T Operations, Inc., its authorized agent

By: Rebecca L. Sparks

Printed: Rebecca L. Sparks

Title: EXECUTIVE DIRECTOR - REGULATORY
(Print or Type)

Date: 2-19-08

ACN: DPF

OCN: 701E

**Agreement
For Reciprocal Compensation For
CMRS Local Calling in Wisconsin**

This Agreement, dated _____, 1997 ("Effective Date") is by and between Ameritech Information Industry Services, a division of Ameritech Services, Inc., a Delaware Corporation with offices at 350 North Orleans, Third Floor, Chicago, Illinois 60654 on behalf of Wisconsin Bell Inc., d/b/a/ Ameritech Wisconsin ("Ameritech") and PrimeCo Personal Communications, L. P., a Delaware limited partnership with offices at 6 Campus Circle, Westlake, Texas, 76262 ("Carrier").

WHEREAS, Ameritech is a Local Exchange Carrier in the state of Wisconsin;

WHEREAS, Carrier is a Commercial Mobile Radio Service provider operating within the state of Wisconsin;

WHEREAS, Ameritech and Carrier exchange calls between each other's networks and wish to establish reciprocal compensation arrangements for these calls;

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

1.0 DEFINITIONS

Capitalized terms used in this Agreement shall have the meanings specified below in this Section 1.0 and as defined elsewhere within this Agreement.

- 1.1 "Act" means the Communications Act of 1934 (47 U.S.C. Section 151 *et seq.*), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.
- 1.2 "As Defined in the Act" means as specifically defined by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.
- 1.3 "Calling Party Pays Traffic" means calls made in connection with a service where a caller to a mobile or paging subscriber agrees to pay the charges for the call. Typically, an announcement is played

giving the caller the option to accept the charges or to end the call without incurring charges.

- 1.4 "CCS" means one hundred (100) call seconds.
- 1.5 "Commercial Mobile Radio Service" or "CMRS" is as defined in the Act.
- 1.6 "Commission" means the Wisconsin Public Service Commission.
- 1.7 "Common Channel Interoffice Signaling" or "CCIS" means the signaling system, developed for use between switching systems with stored-program control, in which all of the signaling information for one or more groups of trunks is transmitted over a dedicated high-speed data link rather than on a per-trunk basis and, unless otherwise agreed by the Parties, the CCIS used by the Parties shall be SS7.
- 1.8 "FCC" means the Federal Communications Commission.
- 1.9 "Interexchange Carrier" or "IXC" means a carrier other than a CMRS provider that provides, directly or indirectly, interLATA and/or intraLATA Telephone Toll Services.
- 1.10 "IntraLATA Toll Traffic" means all intraLATA calls other than Local Telecommunications Traffic.
- 1.11 "Local Access and Transport Area" or "LATA" is As Defined in the Act.
- 1.12 "Local Exchange Carrier" or "LEC" is As Defined in the Act.
- 1.13 "Local Telecommunications Traffic" means telecommunications traffic between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the same Major Trading Area ("MTA"), as defined in 47 CFR Section 24.202(a).
- 1.14 "Multi-Party Traffic" means calls for which more than two (2) Carriers collaborate to complete the call.
- 1.15 "Mobile Switching Center" or "MSC" means a CMRS provider's facility which links wireless phones to the public switched telephone network and handles switching of the traffic.
- 1.16 "Non-CMRS Traffic" means traffic which is neither originated nor terminated on the wireless facilities of a CMRS provider.

- 1.17 "Party" means either Ameritech or Carrier, and "Parties" means Ameritech and Carrier.
- 1.18 "Reciprocal Compensation" means an arrangement between two carriers in which each of the two carriers receives compensation from the other carrier for the transport and termination on each carrier's network facilities of Local Telecommunications Traffic that originates on the network facilities of the other carrier.
- 1.19 "Telecommunications" is As Defined in the Act.
- 1.20 "Telecommunications Act" means the Telecommunications Act of 1996 and any rules and regulations promulgated thereunder.
- 1.21 "Telecommunications Carrier" is As Defined in the Act.
- 1.22 "Telephone Toll Services" is As Defined in the Act.
- 1.23 "Termination" means the switching of Local Telecommunications Traffic at the terminating carrier's end office switch, or equivalent facility, and delivery of such traffic to the called party's premises.
- 1.24 "Transport" means the transmission and any necessary tandem switching of Local Telecommunications Traffic subject to Section 251(b)(5) of the Act from the interconnection point between the two carriers to the terminating carrier's end office switch that directly serves the called party, or equivalent facility provided by a carrier other than an incumbent LEC.
- 1.25 "Type 1 Service" means service which provides both a line side and a trunk side connection between a CMRS Provider's MSC and an Ameritech end office.
- 1.26 "Type 2 Service" means a service which provides a trunk side connection between a CMRS provider's MSC and an Ameritech tandem (Type 2A) or end office (Type 2B).
- 1.27 "Type 2, Billing Option 1" means a payment option which allows a CMRS provider to choose to pay Ameritech for the usage sensitive portion of originating calls from Ameritech's end office to the MSC.
- 1.28 "Type 2, Billing Option 2" means a payment option which allows a CMRS provider to choose to have the Ameritech landline caller to a CMRS number pay Ameritech for the usage sensitive portion of the call from Ameritech's end office to the MSC.

2.0 INTERPRETATION AND CONSTRUCTION

All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. The headings of the Sections are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including Ameritech or other third party offerings, guides or practices), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).

3.0 RECIPROCAL COMPENSATION

3.1 Subject to the limitations set forth below, Ameritech shall compensate Carrier for the Transport and Termination of Local Telecommunications Traffic originated on Ameritech's network and Carrier shall compensate Ameritech for the Transport and Termination of Local Telecommunications Traffic originated on Carrier's wireless network. The rates for reciprocal compensation are set forth in Attachment A, Figure 1 and 2. These rates shall be further revised in the event that the FCC, the Commission or a court of law changes or modifies the rules or cost methodology by which such rates are calculated. Rates which are revised pursuant to this paragraph shall be effective immediately upon written notice given by Ameritech to Carrier or by Carrier to Ameritech, whichever occurs earlier.

3.2 Reciprocal Compensation shall not apply to:

- (a) Multi-party Traffic;
- (b) Type 1 Traffic;
- (c) Calls for which the originating Party does not charge the caller, including, but not limited to, 500, 700, 800/888, 900 and 976 calls;
- (d) Calls for which the terminating Party has elected to pay the originating party, including Type 2, Billing Option 1 Traffic.

3.3 The following traffic is not subject to this Agreement:

- (a) Traffic which does not qualify as Local Telecommunications Traffic, including, but not limited to, interMTA traffic and interstate access "roaming" traffic;
- (b) Non-CMRS Traffic.

3.4 The calculation of minutes for purposes of Reciprocal Compensation shall be as specified in Ameritech's intrastate access tariff.

3.5 For purposes of defining Local Telecommunications Traffic under this Agreement, the origination and termination points shall be determined as follows. The origination point and the termination point on Ameritech's network shall be the end office serving the calling or called party. The origination point and the termination point on Carrier's network shall be the cell site or base station which services the calling or called party at the time the call begins.

3.6 The rates set forth on Attachment A shall become effective thirty (30) days after this Agreement is approved by the Commission or the FCC under Section 252 of the Act. From the date Carrier requested negotiation or renegotiation of its arrangement with Ameritech under 47 CFR Section 51.715 or Section 51.717(a), until thirty (30) days after this Agreement is approved by the Commission or the FCC, Ameritech shall continue to assess upon Carrier Ameritech's tariffed rates for Type 2 Service. Carrier shall impose the same rates upon Ameritech for providing its transport and termination services beginning on the earlier of the date Carrier submitted a written request for renegotiation or November 1, 1996.

4.0 TRAFFIC NOT SUBJECT TO RECIPROCAL COMPENSATION

Type 2 Traffic which is not subject to Reciprocal Compensation under this agreement shall charged at the rates set forth in Attachment D. Charges for carrier dedicated trunks are set forth in Attachment E. Type 1 Traffic shall be charged at the rates set forth in Attachment F.

5.0 ELECTED SERVICES

5.1 As long as such service is offered by Ameritech, Carrier may elect Ameritech's Type 2 Billing Option 1 for the NXX codes as may be designated in the future. Under Billing Option 1, Carrier agrees to pay the then-existing tariffed access charges for calls terminated to it pursuant to such service. Carrier may revoke such election as to all or any part of such service by providing Ameritech at least thirty (30) days prior written notice.

- 5.2 Ameritech currently is not providing Carrier Type 1 service. If Carrier orders Type 1 service in the future, it shall do so pursuant to the terms and conditions in Ameritech's then-existing tariff or, in the absence of such a tariff, the terms and conditions which are generally available via contract.
- 5.3 Carrier shall not impose Transport and Termination charges on Ameritech for Type 1 Traffic or Type 2 Billing Option 1 Traffic delivered by Ameritech to Carrier.

6.0 **CALLING PARTY PAYS TRAFFIC**

Carrier shall be responsible for the charges for Calling Party Pays Traffic originated by its customers. Upon request, Ameritech will provide Carrier rated billing information for such calls.

7.0 **MULTI-PARTY TRAFFIC**

- 7.1 The Reciprocal Compensation obligations in this Agreement shall not apply to calls which are jointly carried by Ameritech and another facilities-based telecommunications carrier, including interexchange carriers ("IXCs"), independent telephone companies ("ICOs"), competitive local exchange carriers ("CLECs") or CMRS providers, and which are terminated to Carrier. Except as provided below, payments for these calls shall continue to be made as they are being made as of the Effective Date of this Agreement.
- 7.2 For calls which originate on the network of an ICO, CLEC or other CMRS provider, and which are carried by Ameritech and are terminated on Carrier's network (as illustrated on Attachment B, figure 1), Ameritech shall pass such calls to Carrier, and Carrier shall terminate such calls, without charge to one another. Reciprocal Compensation shall not apply.
- 7.3 For calls which originate on Carrier's network and which are carried by Ameritech for termination by an ICO, CLEC or other CMRS provider (as illustrated on Attachment B, figure 2), Carrier shall pay Ameritech at the rates set forth in Attachment B, Figure 3. Reciprocal compensation shall not apply. Carrier is responsible for additional charges, if any, that may be assessed by the ICO, CLEC or other CMRS provider for the portion of the service provided by such carrier.
- 7.4 The rate set forth in Attachment B, Figure 3 is interim and shall be superseded by the rate for multi-party traffic, or transiting,

established by the Illinois Commission in Dockets 96-0468 and 96-0569. In addition, the Parties shall true-up compensation for transiting such that Ameritech shall receive the transiting rate it would have received had the approved rates been in effect as of the date the rate in Attachment B became effective. The true-up shall include the period beginning on the date the rate in Attachment B becomes effective and ending on the date Ameritech's approved rate becomes effective. The true-up, including the payment of the amounts due thereunder, shall be completed within sixty (60) days of the date Ameritech's approved rates become effective.

7.5 This Section 7.0 shall not apply to traffic carried by Ameritech pursuant to the Commission's primary toll carrier plan or a similar plan.

8.0 SEPARATE TRUNK GROUPS

8.1 The Parties acknowledge that it is important that Ameritech be able to accurately identify traffic types for appropriate charging. In order to achieve this goal, Carrier shall select from either of the options set forth in 8.2 and 8.3.

8.2 Option 1

8.2.1 Carrier and Ameritech shall provision five separate trunk groups between Carrier's MSCs and Ameritech's network. The five trunk groups shall separately carry the following types of traffic:

- a. If the prefix of the called number is rated at Carrier's location, Ameritech shall provision a trunk group for traffic from Ameritech to Carrier for calls eligible for Reciprocal Compensation under this Agreement.
- b. If the prefix of the called number is rated at Carrier's location, Ameritech shall provision a trunk group for traffic from Ameritech to Carrier for calls which are not eligible for Reciprocal Compensation under this Agreement.
- c. Carrier shall provision a trunk group for traffic from Carrier to Ameritech for calls eligible for Reciprocal Compensation under this Agreement;

- d. Carrier shall provision a trunk group for traffic from Carrier to Ameritech for calls which are not eligible for Reciprocal Compensation under this Agreement; and
- e. Carrier shall provision a trunk group for traffic from Carrier to Ameritech for calls routed to an Interexchange Carrier.

8.2.2 All trunks shall be provisioned and maintained at a P.01 grade of service and shall use SS7 signaling.

8.2.3 If the Parties agree that any of these trunk groups is no longer required for accurate billing, the Parties shall eliminate one or more of these trunk groups.

8.3 Option 2

- 8.3.1 Carrier shall be responsible for provisioning two separate trunk groups between its MSCs and Ameritech's network. One trunk group shall separately carry the types of traffic set forth in Section 8.2.1(a) through (d); the other shall carry the type of traffic set forth in Section 8.2.1(e). Charges for the two trunk groups set forth in Section 8.2.1(a) through (d) shall be reduced by seventeen percent (17%) to reflect Ameritech's use of the trunks for traffic originating on Ameritech's network and terminating on Carrier's network. Six (6) months after the Effective Date, Ameritech shall calculate on a minutes of use basis the percentage of the two-way trunks groups used for Ameritech's land to mobile Type 2, Billing Option 2 traffic. For the following twelve (12) months, charges for the two-way trunk groups shall be reduced by this percentage. This figure shall be recalculated every twelve (12) months. All trunks shall be provisioned and maintained at a P.01 grade of services and shall use SS7 signaling.
- 8.3.2 At the Carrier's option, Ameritech shall provide Carrier the following monthly reports on network usage at the prices set forth in Attachment C:
 - (a) CMRS Report. A report showing traffic originating on Ameritech landline facilities and terminating to Carrier. This report may be used by Carrier to calculate Ameritech's obligations to pay Reciprocal Compensation. Charge for this report are set forth in Attachment C. Figure 1.

(b) Traffic Distribution Report. A report showing traffic terminating through Ameritech to ICOs, CLECs or other CMRS providers. This report shall be used to calculate Carrier's obligations in Section 7.0 to pay Ameritech for Multiparty Traffic. Charges for this report are set forth in Attachment C, Figure 2.

Sample copies of both reports are shown in Attachment C.

8.3.3 Carrier agrees to accept the reports as an accurate statement of traffic exchanged between the parties, subject to the right to audit the reports. Such right to audit shall be waived if not exercised within one hundred twenty (120) days of receipt of the report.

8.3.4 Subject to the prior approval of Carrier, Ameritech shall have the ability, at its option and upon sixty (60) days written notice, to direct Carrier to convert from Trunk Group Option 2 to Option 1 of this Section.

9.0 TERM AND SCOPE

9.1 This Agreement shall commence on the Effective Date and shall continue in effect for a period of two (2) years. The Parties shall enter into negotiations to replace this agreement with Ameritech's Interconnection Agreement for a wireless system. Negotiations shall be concluded, and a new agreement shall be executed, by January 1, 1998. Absent a receipt by one Party of written notice from the other Party at least ninety (90) days prior the expiration of the Term to the effect that such Party does not intend to extend the Term of this Agreement, this Agreement shall automatically renew and remain in full force and effect on and after expiration of the Term until terminated by either Party pursuant to Section 9.2.

9.2 If pursuant to Section 9.1 this Agreement continues in full force and effect after the expiration of the Term, either Party may terminate this Agreement ninety (90) days after delivering written notice to the other Party of its intention to terminate the Agreement. Upon such notice, either party may require negotiations of the rates, prices and charges, terms and conditions of the services to be provided under this Agreement effective upon such expiration. If the Parties are unable to satisfactorily negotiate such new rates, prices, charges and terms within ninety (90) days of such written notice, either party may petition the Commission or take such other action as may be necessary to establish appropriate terms. If the Parties are unable

to mutually agree on such new rates, prices, charges and terms or the Commission does not issue its order prior to the applicable expiration date, the Parties agree that the rates, terms and conditions ultimately ordered by such Commission or negotiated by the Parties will be effective retroactive to such expiration date. Until such time as the Commission issues its order, the rates, terms and conditions of this Agreement shall control. Neither Party shall have any liability to the other Party for termination of this Agreement pursuant to this Section 9.2 other than to pay to the other Party any amounts owed under this Agreement.

10.0 PAYMENT

- 10.1 Ameritech and Carrier shall invoice each other on a monthly basis. Both Ameritech and Carrier shall pay the undisputed portion of any invoice within thirty (30) days from the date of the invoice. Past due amounts shall be assessed a late payment charge in the amount of 0.000493% per day (annual percentage rate of 18%) compounded daily, or the highest rate allowed by law, whichever is lower. If either party disputes an amount, it must do so in writing to the other party within forty-five (45) days from the date of the invoice.
- 10.2 There shall be no "netting" of the amounts due hereunder against any other amount owed by Ameritech or Carrier to each other.

11.0 LIMITATION OF LIABILITY

In no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including but not limited to loss of anticipated profits or revenues or other economic loss in connection with or arising from anything said, omitted or done hereunder, even if the other Party has been advised of the possibility of such damages.

12.0 REGULATORY APPROVAL

- 12.1 The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC. The Parties covenant and agree that this Agreement is satisfactory to them as an agreement under Section 251 of the Act. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252 of the Act without modification. If the Commission or the FCC rejects any portion of this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion; provided that such rejected portion shall not affect

the validity of the remainder of this Agreement. The Parties acknowledge that nothing in this Agreement shall limit a Party's ability, independent of such Party's agreement to support and participate in the approval of this Agreement, to assert public policy issues relating to the Act.

- 12.2 The terms and conditions of Ameritech's intrastate access tariff continue to apply to the services provided by Ameritech to Carrier that are subject to this Agreement.
- 12.3 If Ameritech enters into an agreement (the "Other Agreement") approved by the Commission pursuant to Section 252 of the Act which provides for interconnection within Wisconsin to another requesting Telecommunications Carrier, including itself or its Affiliate, Ameritech shall make available to Carrier such arrangement upon the same rates, terms and conditions as those provided in the Other Agreement. Carrier may avail itself of either (i) the other Agreement in its entirety or (ii) the prices, terms and conditions of the Other Agreement that relate to the arrangements in the Other Agreement for the interconnection and reciprocal compensation of local telecommunications traffic.
- 12.4 Upon Carrier's election to adopt provisions of the Other Agreement, the Parties shall amend this Agreement to reflect such terms within thirty (30) days after Ameritech's receipt of notice specifying such election. Notwithstanding the foregoing, Carrier may not avail itself of any of the arrangements in the Other Agreement if Ameritech demonstrates to the Commission that it would incur greater cost to provide such arrangement than to the Telecommunications Carrier that is party to the Other Agreement.

13.0 AUTHORIZATION

- 13.1 Ameritech Information Industry Services, a division of Ameritech Services, Inc., is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder on behalf of Ameritech Wisconsin.
- 13.2 PrimeCo Personal Communications, L.P. is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

14.0 COMPLIANCE

Each party shall comply with all federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement.

15.0 INDEPENDENT CONTRACTOR

Each Party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties. Each Party and each Party's contractor shall be solely responsible for the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to their employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

16.0 FORCE MAJEURE

Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (individually or collectively, a "Force Majeure Event"). Each Party shall use best efforts to resume full performance within sixty (60) days of the cessation of the Force Majeure Event.

17.0 CONFIDENTIALITY

17.1 Ameritech and Carrier intend to disclose to each other information, which may include confidential information. "Confidential Information" means any information or data disclosed by a party (the "Disclosing Party") to the other party (the "Recipient") under or in contemplation of this Agreement and which (a) if in tangible form or other media that can be converted to readable form, is clearly marked as proprietary, confidential or private when disclosed, or (b) if oral or visual, is identified as proprietary, confidential, or private on disclosure.

17.2 The terms "Disclosing Party" and "Recipient" include each party's corporate affiliates that disclose or receive Confidential Information.

The rights and obligations of the parties hereto shall therefore also inure to such affiliates and may be directly enforced by or against such affiliates.

17.3 The Recipient acknowledges the economic value of the Disclosing Party's Confidential Information. The Recipient shall:

- (a) use the Confidential Information only for the purpose(s) set forth in Attachment A;
- (b) restrict disclosure of the Confidential Information to employees of the Recipient and its affiliates with a "need to know" and not disclose it to any other person or entity without the prior written consent of the Disclosing Party; provided that, in no event shall Ameritech disclose any Confidential Information whatsoever of Company to any Ameritech affiliate or employee engaged in the provision of wireless services competing with, or which may in the future compete with Carrier.
- (c) advise those employees who access the Confidential Information of their obligations with respect thereto; and
- (d) copy of the Confidential Information only as necessary for those employees who are entitled to receive it, and maintain full and accurate records of any such copying and ensure that all confidentiality notices are reproduced in full on such copies.

For purposes of this Agreement only, "employees" includes third parties retained by the parties hereto for temporary administrative, clerical or programming support. A "need to know" means that the employee requires the Confidential Information to perform their responsibilities in connection with the Project.

17.4 The obligations of Paragraph 3 shall not apply to any Confidential Information which the Recipient can demonstrate:

- (a) is or becomes available to the public through no breach of this Agreement;
- (b) was previously known by the Recipient without any obligation to hold it in confidence;

- (c) is received from a third party free to disclose such information without restriction;
- (d) is independently developed by the Recipient without the use of Confidential Information of the Disclosing Party;
- (e) is approved for release by written authorization of the Disclosing Party, but only to the extent of such authorization;
- (f) is required by law or regulation to be disclosed, but only to the extent and for the purposes of such required disclosure; or
- (g) is disclosed in response to a valid order of a court or other governmental body of the United States or any political subdivisions thereof, but only to the extent of an for the purposes of such order, and only if the Recipient first notifies the Disclosing Party of the order and permits the Disclosing Party to seek an appropriate protect order.

17.5 When requested by the Recipient, the Disclosing Party shall provide a non-confidential resume of Confidential Information prior to disclosure of the actual Confidential Information to enable the Recipient to determine whether it will accept the Confidential Information. Each party has the right to refuse to accept any information under this Agreement, and nothing obligates any party to disclose to the other party any particular information.

17.6 If the Disclosing party inadvertently fails to mark as proprietary, confidential or private information for which it desires confidential treatment, it shall so inform the Recipient. The Recipient thereupon shall return the unmarked information to the Disclosing Party and the Disclosing Party shall substitute properly marked information. In addition, if the Disclosing Party, at the time of disclosure, inadvertently fails to identify as proprietary, confidential or private oral or visual information for which it desires confidential treatment, it shall so inform the Recipient, in writing, within 10 days thereafter. The Recipient's obligations under Paragraph 3 in connection with information encompassed by this paragraph shall commence upon notice from the Disclosing Party of the failure to properly mark or identify the information.

17.7 Each party shall comply with applicable export laws and regulations of the United States with respect to any technical data received under this Agreement.

- 17.8 Confidential Information, including permitted copies, shall be deemed the property of the Disclosing Party. The Recipient shall, within twenty (20) days of a written request by the Disclosing Party, return all Confidential Information (or any designated portion thereof), including all copies thereof, to the Disclosing Party or, if so directed by the Disclosing Party, destroy such Confidential Information. The Recipient shall also, within ten (10) days of a written request by the Disclosing Party, certify in writing that it has satisfied its obligations under this Paragraph.
- 17.9 The parties agree that an impending or existing violation of any provision of this Agreement would cause the Disclosing Party irreparable injury for which it would have no adequate remedy at law, and agree that the Disclosing Party shall be entitled to obtain immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it.
- 17.10 Neither this Agreement nor any discussions or disclosures hereunder shall (a) be deemed a commitment to any business relationship, contract or future dealing with the other party, or (b) prevent either party from conducting similar discussions or performing similar work to that hereunder, so long as such discussions or work do not violate this Agreement.
- 17.11 No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement or any disclosure hereunder, except for the right to use such information in accordance with this Agreement. No warranties of any kind are given with respect to the Confidential Information disclosed under this Agreement or any use thereof, except that the Disclosing Party warrants that it has the authority to make the disclosures contemplated hereunder.
- 17.12 All obligations undertaken respecting Confidential Information disclosed hereunder shall survive termination of this Agreement for a period of two (2) years.

18.0 GOVERNING LAW

For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the FCC, the exclusive jurisdiction and remedy for all such claims shall be provided for by the FCC and the Act. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the Commission, the exclusive jurisdiction for all such claims shall be with such Commission, and the exclusive remedy for such claims shall be as provided for by such

Commission. In all other respects, this Agreement shall be governed by the domestic laws of the State of Wisconsin without reference to conflict of law provisions.

19.0 TAXES

Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be eligible for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide said resale exemption certificate will result in no exemption being available to the purchasing Party.

20.0 NON-ASSIGNMENT

Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party; provided that each Party may assign this Agreement to a corporate Affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

21.0 NON-WAIVER

Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

22.0 AMENDMENT OR OTHER CHANGES TO THE ACT; RESERVATION OF RIGHTS

The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the

Commission as of the Effective Date. In the event of any amendment of the Communications Act of 1934, as amended by the Telecommunications Act of 1996, or any final and nonappealable legislative, regulatory, judicial order, rule or regulation or other legal action that revises or reverses the Act, the FCC's First Report and Order in CC Docket Nos. 96-98 and 95-185 or any applicable Commission order or arbitration award purporting to apply the provisions of the Act ("Amendment to the Act"), either Party may, by providing written notice to the other Party require that this Agreement be amended to reflect the pricing, terms and conditions of each such Amendment to the Act. If any such amendment to this Agreement affects any rates or charges of the services provided hereunder, such amendment shall be retroactively effective, as determined by the FCC, the Commission or the Court, as of the Effective Date and each party reserves its rights and remedies with respect to the collection of such rates or charges; including the right to seek a surcharge before the applicable regulatory authority.

23.0 PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS

Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

24.0 NOTICES

Notices given by one Party to the other Party under this Agreement shall be in writing and shall be (a) delivered personally, (b) delivered by express delivery service, (c) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested or (d) delivered by telecopy to the following address of the Parties:

To Carrier:

PrimeCo Personal Communications, L.P.
Director, Technology Management
6 Campus Circle
Westlake, Texas 76262

with a copy to:

PrimeCo Personal Communications, L.P.
6 Campus Circle
Westlake, Texas 76262
Attn: Vice President and General Counsel

To Ameritech:

Ameritech Information Industry Services
350 North Orleans
Chicago, Illinois 60654

with a copy to:

Ameritech Information Industry Services
350 North Orleans
Third Floor
Chicago, Illinois 60654
Attn: Director Contract Development/Administration

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, (iii) three (3) days after mailing in the case of first class or certified U. S. mail or (iv) on the date set forth on the confirmation in the case of telecopy.

25.0 JOINT WORK PRODUCT

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

26.0 NO THIRD PARTY BENEFICIARIES; DISCLAIMER OF AGENCY

This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligations of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

27.0 **SURVIVAL**

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement, including but not limited to the confidentiality provisions hereof.

28.0 **ENTIRE AGREEMENT**

The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein, which are incorporated into this Agreement by this reference, constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by an officer of each Party.

IN WITNESS WHEREOF, the Parties have agreed to the foregoing as of the date set forth above.

PrimeCo Personal
Communications, L.P.

Ameritech Information Industry
Services, a division of Ameritech
Services, Inc., on behalf of
Wisconsin Bell, Inc., d/b/a Ameritech
Wisconsin

By: _____

By: _____

Date: _____

Date: _____

Title: _____

Title: _____

Reciprocal Compensation:

Per Minute of Use

30 days after state commission approval

Figure 1. (Ameritech to Carrier calls)

For calls originated on Ameritech's network and
terminated on Carrier's network:

up to 12/31/97	\$0.004631
beginning 1/1/98	\$0.005385

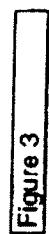
Figure 2. (Carrier to Ameritech Calls)

For calls originated on Carrier's network and
terminated to Ameritech's end office via:

Type 2A Service, local call	\$0.005385
Type 2B Service, local call	\$0.004241

Attachment B
Wisconsin

MULTIPARTY CALLS



Calls originating on Carrier's network
terminating to a multi-party network
and transiting Ameritech's Type 2A service

Per Minute of Use
\$0.005385

REPORT CHARGES:

Figure 1

Ameritech Originating Traffic Report
Per report, per month, per ACNA, per State \$495.00
additional copies \$200.00

Figure 2

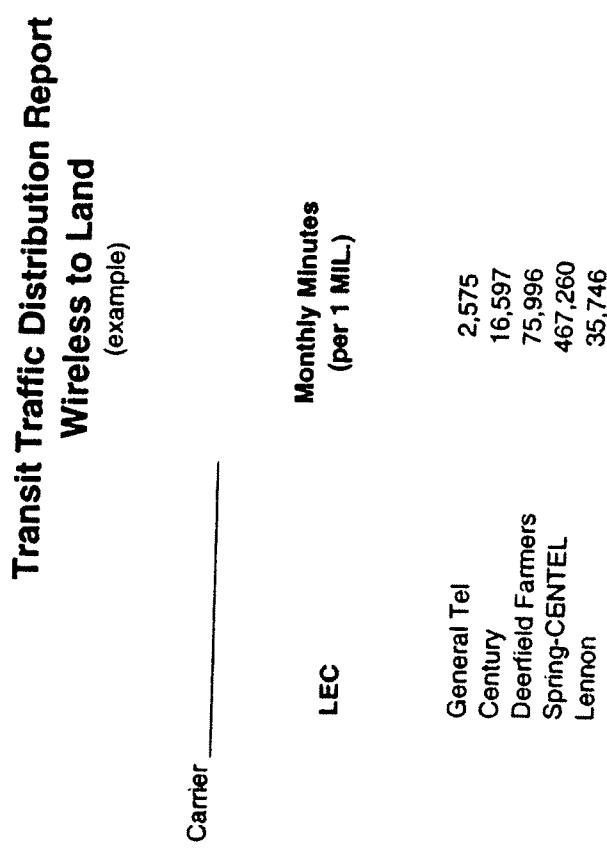
Traffic Distribution Report Charges
Per report, per month, per ACNA, per State no charge
additional copies no charge

Figure 3

AMERITECH ORIGINATING TRAFFIC REPORT
July 1997
(example)

<u>Per report.</u>	<u>XXX</u>	<u>MIN</u>	<u>ACNA</u>
312	XXX	132,089	XXX
312	XXX	122,954	XXX
312	XXX	544	XXX
630	XXX	12,540	XXX
708	XXX	145,099	XXX
847	XXX	256,237	XXX
847			
Total Minutes of Use		xxx,xxx	
Total Reciprocal Comp. Amount			\$xxx,xxx

Figure 4



Rates for Type 2 Traffic Not Subject to Reciprocal Compensation

WISCONSIN

	Per Minute of Use
<u>Carrier Line Switching, 2A or 2B</u>	\$0.0066
<u>Carrier Common Trunk, 2A</u>	
mileage bands:	
0 to 1	\$0.0066
2 to 10	\$0.0084
11 to 26	\$0.0125
27 to 32	\$0.0163
33 to 40	\$0.0244
over 40	\$0.0285

AMERITECH - WISCONSIN
Rates and Charges Applicable to Type 2 Service

ELEMENT	NON RECURRING	MONTHLY CHARGES
Carrier Dedicated Trunk - 2A or 2B		
<u>Digital (DS1)</u>		
Per 24 trunks	\$500.00	\$70.00
Mileage charges, per mile, per DS1		\$30.00

Rates and Charges Applicable to Type 1 Service

A. Monthly Exchange Services, Message Rate Services

1. Each Trunk line to PBX equipment
Exchange Access Trunk

Access Line Rates specified in PSC of Wisconsin No 20, part 4 apply

Usage Package Rates specified in PSC of Wisconsin No 20, part 4 apply

Trunk Service and Equipment Rates specified in PSC of Wisconsin No 20, part 4 to Establish Service apply

2. Each Exchange Access Trunk Equipment [\$16.50 monthly]

Non-recurring charge (\$100,000)

Additional charges may be applicable depending upon Carrier's system configuration.

B. Usage Charges

Usage charges are rates that apply only when a specific rate element is used. Network usage for Type 1 service is furnished on a message rate basis.

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

Pursuant to sections 251 and 252 of the Telecommunications Act of 1996, Ameritech Information Industry Services, a division of Ameritech Services, Inc., a Delaware corporation on behalf of and as agent for Ameritech Wisconsin ("Ameritech") and PrimeCo Personal Communications, L.P., a Delaware limited partnership ("PrimeCo") are parties to an Interconnection Agreement ("the Agreement") dated July 14, 1997, which was approved by the Wisconsin Public Service Commission on October 23, 1997. (Exhibit A).

In consideration of the mutual covenants contained herein, Ameritech and PrimeCo hereby agree to renew the above referenced Interconnection Agreement by and through this **Renewal Agreement**. Ameritech and PrimeCo agree as follows:

1. *Effective Date*. This Renewal Agreement shall be effective upon the approval of this Renewal Agreement by the Commission under Section 252 of the Telecommunications Act of 1996. Until such time as this Agreement is approved by the Commission, the rates, term and conditions set forth in Exhibit A shall remain in effect.
2. *Term*. The term of this Renewal Agreement shall be three (3) years beginning on the Effective Date of this Agreement.
3. *Reverse Billing*. After the Effective Date of this Renewal Agreement, Reverse Billing shall not be available to PrimeCo. Therefore, Section 5.1 of Exhibit A is hereby deleted.
4. *Incorporation and Conflict*. All other provisions of the Agreement attached as Exhibit A remain unchanged and are hereby incorporated into this Renewal Agreement. In the event of a conflict between the terms of this Renewal Agreement and the Agreement, the terms of this Renewal Agreement will take precedence.
5. *Assignment*. Notwithstanding Section 20.0 of Exhibit A, this Renewal Agreement and the Agreement may be assigned to Bell Atlantic Corporation and/or Vodafone AirTouch PLC, or to any subsidiary or affiliate of either or both of them, with prior written notice of such assignment to Ameritech.
6. *Entire Agreement*. The Agreement, as amended by this Renewal Agreement, is the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, proposals, representations, statements, or understandings whether written or oral, relating thereto.

EXECUTION ORIGINAL

IN WITNESS WHEREOF, this Renewal Agreement has been executed by the parties on the date set forth below.

**PRIMECO PERSONAL
COMMUNICATIONS, a Limited
Partnership**

By: Timond Grindstaff
Name: Timond Grindstaff
Title: VP/CTO Engineering & Operations
Date: October 4, 1999

REVIEWED BY SSB/TMH
PRIMECO'S LEGAL DEPT

**AMERITECH INFORMATION
INDUSTRY SERVICES, a division of
Ameritech Services, Inc. on behalf of
Ameritech Wisconsin**

By: Karen S. Vessely
Name: Karen S. Vessely
Title: President
Date: October 14, 1999

FIRST AMENDMENT

This First Amendment ("Amendment"), dated this 27th day of January, 1999 ("Effective Date") is by and between Ameritech Information Industry Services, a division of Ameritech Services, Inc., a Delaware corporation with offices at 350 North Orleans, Third Floor, Chicago, Illinois 60654 on behalf on Wisconsin Bell, Inc., d/b/a Ameritech Wisconsin ("Ameritech") and PrimeCo Personal Communications, L.P., a Delaware limited partnership with offices at 6 Campus Circle, West lake, Texas 76262 ("Carrier").

WHEREAS, Ameritech and Carrier are parties to an agreement known as "Agreement For Reciprocal Compensation For CMRS Local Calling in Wisconsin" dated July 14, 1997 ("Agreement"); and

WHEREAS, Ameritech and Carrier wish to arrive at a commercial arrangement in which the reverse billing option is eliminated and Carrier has the option to rate its NXX codes at Ameritech End Offices within the LATA; and

WHEREAS, Ameritech and Carrier desire to amend the Agreement as set forth in this Amendment.

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

1.0 DEFINITIONS

Rate Center - means the specific geographic point which has been designated as being associated with a particular NPA-NXX code which has been assigned to a carrier for its provision of telephone exchange service. The Rate Center is the finite geographic point identified by a specific V&H coordinate, which is used by that carrier to measure, for billing purposes, distance sensitive transmission services associated with the specific Rate Center; provided that Rate Center cannot exceed the boundaries of an exchange area as defined by the state regulatory commission.

Reverse Billing - means an optional billing service which has in the past been offered by Ameritech to CMRS providers from time to time. Under this billing option, the CMRS provider is charged a per minute rate for calls to its customers and this charge is in lieu of charges to the calling party.

Standard Billing - means a billing arrangement offered by Ameritech to CMRS providers. Under this billing arrangement, the calling party is charged applicable calling rates for calls made to customers of a CMRS provider.

2.0 REVERSE BILLING

2.1 As of the Effective Date of this Amendment, Reverse Billing shall not be available to Carrier for new NXX codes. Within six (6) months of the Effective Date of this Amendment, any existing Reverse Billing NXX codes shall be converted to Standard Billing in every End Office in the LATA. NXX code conversion shall take place on a mutually agreed upon schedule. Carrier shall provide all necessary cooperation and shall take all necessary action to accomplish this conversion within the six (6) month period.

2.2 If Carrier fails to take the necessary action to convert Reverse Billing NXX codes to Standard Billing within the time period set forth in Section 2.1, Ameritech shall have the right to convert such NXX codes to Standard Billing.

3.0 RATING OF NXX CODES

3.1 The flexible rating of NXX codes described in this Amendment is available only for Type 2 Land to Mobile traffic which is billed under the Standard Billing arrangement ("Covered Traffic"). Carrier may designate a Rate Center for each NXX code assigned to it for Covered Traffic at either: 1) its own premises; or 2) an Ameritech End Office located within the same LATA as Carrier's premises. Carrier may designate as its premises a Carrier MSC, a Carrier cell site or another mutually agreed upon location.

3.2 Where the specified Rate Center is at Carrier's premises or an Ameritech End Office, Ameritech will transport Covered Traffic from the originating End Office Switch to the Carrier's premises without a charge to Carrier.

4.0 DIRECT TRUNKING OF MOBILE TO LAND TRAFFIC

For Type 2 standard billing option traffic, Ameritech shall transport Ameritech-originated, local Land to Mobile traffic to Carrier's MSC, or, in the event Carrier has no MSC in the LATA, to Carrier's designated premises within the LATA. Carrier shall transport traffic in the Mobile to Land direction to Ameritech's tandem. Notwithstanding anything to the contrary, if the traffic from Carrier's Network to any Ameritech End Office located in a serving wire center in which Carrier has elected the NXX Flexible Rating Option at any time exceeds 550 busy hour CCS (i.e., the practical engineering capacity of DS1), Carrier and Ameritech shall within twenty (20) calendar days of the occurrence meet to review available traffic studies, trunk group architecture and traffic routing relating to this Mobile to Land traffic. Both Parties shall explore options for Carrier to reduce tandem traffic that is terminated to a particular Ameritech end office to less than 550 busy hour CCS. If the Parties are unable to agree upon a solution acceptable to Ameritech within thirty (30) calendar days of the meeting, Carrier shall, at its expense, within sixty (60) days after the thirty day period establish new or additional one-way trunk Mobile to Land groups from Carrier's network to the applicable Ameritech End Office.

5.0 FULL FORCE AND EFFECT

All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, Ameritech and Carrier have entered into this Amendment as of the Effective Date set forth above.

PrimeCo Personal Communications, L.P.

Ameritech Information Industry Services, a division of Ameritech Services, Inc., on behalf of Wisconsin Bell, Inc., d/b/a Ameritech Wisconsin

By: Bill Belf

By: Karen Vesely

Date: January 19, 1999

Date: 2-20-99

Title: Vice President/CTO
Engineering & Operations

Title: President

REVIEWED BY SJG
PRIMECO'S LEGAL DEPT

AMENDMENT
to the

TO CELLULAR/PCS INTERCONNECTION AGREEMENT –WISCONSIN

by and between

AMERITECH WISCONSIN

AND

PRIMECO PERSONAL COMMUNICATIONS, L.P.

This Amendment to the Cellular/PCS Interconnection Agreement (the "Amendment") is dated as of April 2, 2002, by and between **Ameritech Wisconsin** ("Ameritech") and **Verizon Wireless Cellco Partnership d/b/a Verizon Wireless** (f.k.a. PrimeCo Communications, L.P., with its principal offices at 2785 Mitchell Drive, Ms 7-1, Walnut Creek, CA 94598 ("Verizon Wireless Cellco Partnership d/b/a Verizon Wireless").

WHEREAS, Ameritech and PrimeCo Communications, L.P., are the parties to "Cellular/PCS Interconnection Agreement" dated as of October 23, 1997, (the "underlying Agreement"); and

WHEREAS, PrimeCo Communications, L.P., has changed its name to "Verizon Wireless Cellco Partnership d/b/a Verizon Wireless", and wishes to reflect that name change as set forth herein.

WHEREAS, the parties agree to add the ACNA and OCN language as attached hereto.

NOW, THEREFORE, in consideration of the mutual promises contained herein, Ameritech and Verizon Wireless Cellco Partnership d/b/a Verizon Wireless hereby agree as follows:

1. (a) The underlying Agreement is hereby amended to reflect the name change from "PrimeCo Communications, L.P., " to "Verizon Wireless Cellco Partnership d/b/a Verizon Wireless."
- (b) Ameritech shall reflect the name change from "PrimeCo Communications, L.P., " to "Verizon Wireless Cellco Partnership d/b/a Verizon Wireless" only for the main billing account (header card) for each of the accounts previously billed to PrimeCo Communications, L.P. Ameritech shall not be obligated, whether under this Amendment or otherwise, to make any other changes to Ameritech's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the underlying

Agreement. Without limiting the foregoing, Verizon Wireless Cellco Partnership d/b/a Verizon Wireless affirms, represents, and warrants that the OCN for those accounts shall not change from that previously used by PrimeCo Communications, L.P., with Ameritech for those accounts and the services and items provided and/or billed thereunder or under the Agreement.

(c) Once this Amendment is effective, Verizon Wireless Cellco Partnership d/b/a Verizon Wireless shall operate with Ameritech under the "Verizon Wireless Cellco Partnership d/b/a Verizon Wireless" name for those accounts. Such operation shall include, by way of example only, submitting orders under Verizon Wireless Cellco Partnership d/b/a Verizon Wireless, and labeling (including re-labeling) equipment and facilities with Verizon Wireless Cellco Partnership d/b/a Verizon Wireless.

2. The parties agree to add to the underlying Agreement the ACNA and OCN language is hereby agree as follows:

(a) The complete list of Carrier's Access Carrier Name Abbreviation (ACNA) and Operating Company Number (OCN) codes covered by this Agreement is listed below. Any addition, deletion or change in name associated with these listed ACNA/OCN codes requires notice to Telco. Notice must be received before orders can be processed under a new or changed ACNA/OCN code.

ACNA List: NVC
PPM

OCN List: 6508

3. 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 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 (June 1, 1999). In addition, on July 18, 2000, the United States Court of Appeals for the Eighth Circuit issued its opinion in *Iowa Utilities Board v. FCC*, No. 96-3321, 2000 Lexis 17234 (July 18, 2000), which is the subject of a pending appeal before the Supreme Court. In addition, on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), which is the subject of a pending request for reconsideration and a pending appeal. By executing this amendment, Ameritech-Wisconsin 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. Ameritech Wisconsin further notes 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.”) By executing this Amendment and carrying out the intercarrier compensation rates, terms and conditions herein, Ameritech Wisconsin does not waive any of its rights, and expressly reserves all of its rights, under the ISP Intercarrier Compensation Order, 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 Ameritech Wisconsin 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

4. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
5. 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.
6. This Amendment shall be effective upon approval by the Public Service Commission of Wisconsin (“PSC-WI”) and shall become effective ten (10) days following approval by such PSC-WI.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the date above.

Verizon Wireless Celco Partnership
D/b/a Verizon Wireless

By: Edward A. Salar

Title: VP

Name: EDWARD A. SALAS
(Print or Type)

Date: 3/25/2002

Wisconsin Ameritech

**By: SBC Telecommunications, Inc., its
Authorized Agent**

By: O.R. Stanley

Title: President - Industry Markets

Name: O. R. Stanley
(Print or Type)

Date: APR 02 2002

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
WISCONSIN BELL, INC. d/b/a SBC WISCONSIN
AND
VERIZON WIRELESS CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS**

Wisconsin Bell, Inc.¹ d/b/a SBC Wisconsin, as the Incumbent Local Exchange Carrier in Wisconsin, (hereafter, "ILEC") and Verizon Wireless Cellco 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 Wisconsin, (referred to as "CARRIER"), in order to amend, modify and supersede any affected provisions of their Interconnection Agreement with ILEC in Wisconsin ("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 referred to as "LEC."

1. Scope of Amendment

- 1.1 On or about May 9, 2003, ILEC made an offer to all carriers in the state of Wisconsin (the "Offer") to exchange traffic on and after June 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 supersede any and all contract sections, appendices, attachments, rate schedules, or other portions of the underlying Interconnection Agreement that set forth rates, terms and conditions for the terminating compensation for 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. 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 Descending Reciprocal Compensation Rate Schedule for ISP-bound Traffic and Section 251(b)(5) Traffic:
 - 2.2.1 The rates, terms, conditions in this section apply only to the termination of ISP-bound Traffic and Section 251(b)(5) Traffic, and ISP-bound Traffic is subject to the growth caps and new local market restrictions

¹ Wisconsin Bell, Inc. ("Wisconsin Bell"), a Wisconsin corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. Wisconsin Bell offers telecommunications services and operates under the names "SBC Wisconsin" and "SBC Ameritech Wisconsin", pursuant to assumed name filings with the State of Wisconsin. Ameritech Corporation is a wholly owned subsidiary of SBC Communications, Inc.

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 on a minute of use basis, according to the following rate schedule:

June 1, 2003 – June 14, 2003: .0010 per minute

June 15, 2003 and thereafter: .0007 per minute

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 Wisconsin 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 Wisconsin Interconnection Agreement(s) in existence for the 1st Quarter of 2001, on the following schedule.

Calendar Year 2001 1st Quarter 2001 compensable ISP-bound minutes, times 4, times 1.10

Calendar Year 2002 Year 2001 compensable ISP-bound minutes, times 1.10

Calendar Year 2003 Year 2002 compensable ISP-bound minutes

Calendar Year 2004 and on Year 2002 compensable ISP-bound minutes

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 Wisconsin 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 Wisconsin LATAs.

2.4.2 In the event CARRIER and ILEC have previously exchanged traffic in an Wisconsin LATA prior to April 18, 2001, the Parties agree that they shall only compensate each other for completing ISP-bound Traffic exchanged in that Wisconsin LATA, and that any ISP-bound Traffic in other Wisconsin 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 applicable regulatory agency, including the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission to rebut the presumption within sixty (60) days of receiving notice of ILEC's Offer and the Commission approves such rebuttal, then that rebuttal shall be retroactively applied to the date the Offer became effective. If a Party seeks to rebut the presumption after sixty (60) days of receiving notice of ILEC's Offer and the Commission approves such rebuttal, then that rebuttal shall be applied on a prospective basis as of the date of the Commission approval.

3. 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. Miscellaneous

- 4.1 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"). On May 9, 2003, the Public Utilities

Act of Illinois was amended 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, SBC Wisconsin reserves its right, to the extent SBC Wisconsin has not already invoked the FCC ISP terminating compensation in Wisconsin and incorporated the rates, terms and conditions of such plan into this Agreement, to exercise its option at any time to adopt on a date specified by SBC Wisconsin 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, and seek conforming modifications to this Agreement. 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 ILEC, signing by and through its duly authorized representative, and CARRIER, signing by and through its duly authorized representative

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

**Wisconsin Bell, Inc. d/b/a SBC Wisconsin by SBC
Telecommunications, Inc., its authorized agent**

By: _____

By: _____

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Title: *For/* President – Industry Markets

Date: _____

Date: _____

FACILITIES-BASED OCN # _____

ACNA _____

**WISCONSIN AMENDMENT
TO THE
WIRELESS INTERCONNECTION AGREEMENT UNDER
SECTION 251 OF THE TELECOMMUNICATIONS ACT OF 1996**

This Wisconsin E911 Amendment to the Interconnection Agreement under Section 251 of the Telecommunications Act of 1996 (the **“Amendment”**) is dated as of June 16, 2004 by and between Wisconsin Bell, Inc.¹ d/b/a SBC Wisconsin (“**SBC Wisconsin**”) and Verizon Wireless Cellco Partnership d/b/a Verizon Wireless, with its principal offices at 180 Washington Valley Road, Bedminster, New Jersey 07921 (“**Carrier**”).

WHEREAS, SBC Wisconsin and Carrier are parties to that certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated as of October 23, 1997 (the **“Agreement”**);

WHEREAS, Carrier wishes to incorporate into the Agreement the Negotiated E911 appendix.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows.

1. Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.

To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

2. Appendix Emergency Service Access (E9-1-1) is added to the Interconnection Agreement and attached hereto.
3. This Amendment shall be effective ten (10) calendar days after the Commission approves this Amendment under Section 252(e) of the Act or, absent such Commission approval; the date this Amendment is deemed approved under Section 252(e)(4) of the Act (“Amendment Effective Date”).
4. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
5. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
6. 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: 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 (“USTA”) v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, the D.C. Circuit’s March 2, 2004 decision in USTA v. FCC, Case No. 00-1012 (D.C. Cir. 2004); 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

¹ Wisconsin Bell, Inc. (“Wisconsin Bell”), a Wisconsin corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. Wisconsin Bell offers telecommunications services and operates under the names “SBC Wisconsin” and “SBC Ameritech Wisconsin”, pursuant to assumed name filings with the State of Wisconsin. Ameritech Corporation is a wholly owned subsidiary of SBC Communications, Inc.

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; 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 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 (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), SBC Wisconsin 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 Wisconsin 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 Wisconsin's right to exercise its option at any time to adopt on a date specified by SBC Wisconsin 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.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this _____ day of _____, 2004, by SBC Wisconsin, signing by and through its duly authorized representative, and Carrier, signing by and through its duly authorized representative.

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

By: _____

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Date: _____

**Wisconsin Bell, Inc. d/b/a SBC Wisconsin by SBC
Telecommunications, Inc., its authorized agent**

By: _____

Name: _____
(Print or Type)

Title: *For/* President – Industry Markets

Date: _____

FACILITIES-BASED OCN # _____

ACNA _____

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-WISCONSIN** 911 network service elements which **SBC-WISCONSIN** uses in the provision of E911 Universal Emergency Number/ 911 Telecommunications Services, where **SBC-WISCONSIN** is the 911 service provider. E911 Authority purchases Universal Emergency Number/ 911 Telecommunications Service from **SBC-WISCONSIN**. Wireless E911 Service Access makes available to Carrier only the service configuration purchased by the E911 Authority from **SBC-WISCONSIN**. **SBC-WISCONSIN** 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-WISCONSIN** 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 WISCONSIN 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-MIDWEST REGION 5-STATE** means the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, WISCONSIN, and Wisconsin.
- 1.7 As used herein, **SBC-SOUTHWEST REGION 5-STATE** means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.8 As used herein, **SBC-CONNECTICUT** means the applicable above listed ILEC doing business in Connecticut.
- 1.9 As used herein, **SBC-WISCONSIN** means the applicable above listed ILEC doing business in WISCONSIN.
- 1.10 The prices at which **SBC-WISCONSIN** 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-WISCONSIN** 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-WISCONSIN** 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
- 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-WISCONSIN RESPONSIBILITIES**

- 3.1 **SBC-WISCONSIN** 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-WISCONSIN** is the 911 service provider. **SBC-WISCONSIN** shall provide 911 Service to Carrier in areas where Carrier is licensed to provide service and **SBC-WISCONSIN** is the 911 service provider. This shall include the following:
 - 3.2 Call Routing
 - 3.2.1 Where **SBC-WISCONSIN** 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-WISCONSIN** 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-WISCONSIN** is the ALI Database Provider, in a Phase I application, **SBC-WISCONSIN** will forward the Phase I data as provided by the Carrier and in a Phase II application, **SBC-WISCONSIN** will forward the Phase I and Phase II data as provided by the Carrier.

3.3 Facilities and Trunking

- 3.3.1 **SBC-WISCONSIN** shall provide and maintain sufficient dedicated E911 circuits from **SBC-WISCONSIN**'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-WISCONSIN** 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-WISCONSIN** Access Services tariff. Additionally, when Carrier requests diverse facilities, **SBC-WISCONSIN** will provide such diversity where technically feasible, at standard tariff rates.
- 3.3.3 **SBC-WISCONSIN** and Carrier will cooperate to promptly test all trunks and facilities between Carrier's network and the **SBC-WISCONSIN** SR(s).
- 3.3.4 **SBC-WISCONSIN** 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-WISCONSIN** is the 911 service provider and Carrier deploys a CAS or Hybrid-CAS Solution utilizing **SBC-WISCONSIN** E911 DBMS:
 - 3.4.1.1 **SBC-WISCONSIN** shall store the Carriers ALI records in the electronic data processing database for the E911 DBMS.
 - 3.4.1.2 **SBC-WISCONSIN** shall coordinate access to the **SBC-WISCONSIN** E911 DBMS for the initial loading and updating of Carrier ALI records.
 - 3.4.1.3 **SBC-WISCONSIN** ALI database shall accept electronically transmitted files that are based upon NENA standards.
 - 3.4.1.4 **SBC-WISCONSIN** will submit Carrier's ALI records in the E911 DBMS. **SBC-WISCONSIN** 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-WISCONSIN**.

3.4.1.5 **SBC-WISCONSIN** 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-WISCONSIN** 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-WISCONSIN** 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-WISCONSIN** is the 911 network service provider, Carrier will route 911 calls from Carrier's MSC to the **SBC-WISCONSIN** 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-WISCONSIN** 911 SR.

4.2 Facilities and Trunking

4.2.1 Where specified by the E911 Authority, Carrier shall provide or order from **SBC-WISCONSIN**, transport and trunk termination to each **SBC-WISCONSIN** 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-WISCONSIN** 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-WISCONSIN** 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 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-WISCONSIN**.
- 4.2.8 Carrier will cooperate with **SBC-WISCONSIN** to promptly test all 911 trunks and facilities between Carrier's network and the **SBC-WISCONSIN** 911 Selective Router(s) to assure proper functioning of 911 service. Carrier agrees that it will not pass live 911 traffic until both Parties complete successful testing.
- 4.2.9 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-WISCONSIN** of the circuit identification and the fact that the circuit is a 911 circuit when notifying **SBC-WISCONSIN** of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. **SBC-WISCONSIN** will refer network trouble to Carrier if no defect is found in

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

4.3.1.1 Carrier or its representatives shall be responsible for providing Carrier's ALI Records to **SBC-WISCONSIN**, for inclusion in **SBC-WISCONSIN'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 dial-tone provider.

4.3.1.4 Carrier is responsible for providing updates to **SBC-WISCONSIN** 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-WISCONSIN** 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-WISCONSIN**, for inclusion in **SBC-WISCONSIN'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-WISCONSIN** 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-WISCONSIN**'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-WISCONSIN** SR(s).

9. LIABILITY

9.1 **SBC-WISCONSIN**'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-WISCONSIN** 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-WISCONSIN** 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-WISCONSIN**, Carrier shall not be liable to **SBC-WISCONSIN**, 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-WISCONSIN** 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

2.0 SBC WISCONSIN CELLULAR/PCS E9-1-1

SBC - WISCONSIN

2.5 WISCONSIN

Trunk Charge per Trunk:

Monthly	\$ 26.29
Non-Recurring	\$ 737.59

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