

AGREEMENT FOR INTERCONNECTION

by and between

Sprint Spectrum L.P.

and

Illinois Bell Telephone d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, and Southwestern Bell Telephone, L. P. d/b/a SBC Texas, SBC Arkansas, SBC Kansas, SBC Oklahoma and SBC Missouri, Wisconsin Bell, Inc. d/b/a SBC Wisconsin

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SIGNATURE PAGE

APPENDICES:

**PRICING
DATA EXCHANGE
ARBITRATION LOCATION (WIRELESS)
E911**

INTERCONNECTION AGREEMENT

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 for Commercial Mobile Radio Services (the "Agreement") is by and between one or more of the following ILEC's: Illinois Bell Telephone d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Wisconsin Bell, Inc. d/b/a SBC Wisconsin, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company and Southwestern Bell Telephone, L. P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and SBC Texas (only to the extent that the agent for each such ILEC executes this Agreement for such ILEC and only to the extent that such ILEC provides Telephone Exchange Services as an ILEC in each of the state(s) listed below) and Sprint Spectrum L.P., a Delaware limited partnership, as agent for WirelessCo, L.P., a Delaware limited partnership, and as agent for Cox Communications PCS, L.P., a Delaware limited partnership, all foregoing entities jointly d/b/a Sprint PCS ("SPCS" or "Carrier"), shall apply to the state(s) of Arkansas, Connecticut, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

WHEREAS, **SBC-13STATE** is a Local Exchange Carrier in the State;

WHEREAS, SPCS is a Commercial Mobile Radio Service provider holding licenses to operate from the Federal Communications Commission in the State; and

WHEREAS, the Parties desire to enter into an agreement for the interconnection of their respective networks and exchange of CMRS traffic for the provision of Authorized Services telecommunications service pursuant to the Act.

NOW, THEREFORE, the Parties hereby agree as follows:

1. DEFINITIONS

- 1.1 The words "will" and "shall" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other will not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Certain terms may be defined elsewhere in this Agreement. Terms not defined shall be construed in accordance with their definition in the Act, with their customary meaning in the telecommunications industry as of the Effective Date of this Agreement.
- 1.2 "Act" means the Communications Act of 1934 (47 U.S.C. Section 251 et seq.), as amended by the Telecommunications Act of 1996, and as interpreted from time to time in the duly authorized rules and regulations of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.
- 1.3 "Affiliate" means any person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For

purposes of this definition, the term “own” means to own an equity interest (or the equivalent thereof) of more than ten percent (10%). The term “person” includes an individual, partnership, association, joint-stock company, trust, or corporation.

- 1.4 “Answer Supervision” means an off-hook supervisory signal sent by the receiving Party’s Central Office Switch to the sending Party’s Central Office Switch on all Completed Calls after address signaling has been completed.
- 1.5 “Applicable Law(s)” means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including without limitation those relating to the environment or health and safety, of any Governmental Authority that apply to the Parties or the subject matter of this Agreement.
- 1.6 “Authorized Services” means those narrowband or broadband PCS services (excluding paging) which Carrier may lawfully provide pursuant to Applicable Laws, including the Act, and that are considered to be CMRS.
- 1.7 “Business Day(s)” means Monday through Friday, excluding holidays on which **SBC-13STATE** does not provision new retail services and products.
- 1.8 “Carrier” has the meaning set forth in the preamble.
- 1.9 “Cell Site” means the location of radio transmitting and receiving facilities associated with the origination and termination of wireless traffic.
- 1.10 “Central Office”, “Central Office Switch” or “CO” means a **SBC-13STATE** switching entity within the public switched telephone network, including, but not limited to End Office Switches and Tandem switches. Central Office Switches may be employed as combination End Office/Tandem switches. Central Offices are the homing or routing point for traffic inbound to that Party’s services as stated in the LERG which bears a certain NPA-NXX designation; except where SPCS has not established Routing Points for its Designated NPA-NXX Codes in its own network, the Routing Point shall be the location of **SBC-13STATE**’s Tandem switches.
- 1.11 “Claim” means any pending or threatened claim, action, proceeding or suit.
- 1.12 “CMRS” means Commercial Mobile Radio Service as defined by the FCC, including CFR 47 Section 20.3 as may be amended from time to time.
- 1.13 “Collocation” has the meanings given to the term in the Act, applicable rules of the FCC and Commission, and the Commission’s arbitration awards.
- 1.14 “Commission” means the applicable State agency with regulatory authority over Telecommunications. Unless the context otherwise requires, use of the term “Commissions” means all of the thirteen agencies listed in this Section. The following is a list of the appropriate State agencies:
 - 1.14.1 “**AR-PSC**” means the “Arkansas Public Service Commission”;

- 1.14.2 "**CA-PUC**" means the "Public Utilities Commission of the State of California";
- 1.14.3 "**DPUC**" means the "Connecticut Department of Public Utility Control";
- 1.14.4 "**IL-CC**" means the "Illinois Commerce Commission";
- 1.14.5 "**IN-URC**" means the "Indiana Utilities Regulatory Commission";
- 1.14.6 "**KS-CC**" means the "Kansas Corporation Commission";
- 1.14.7 "**MI-PSC**" means the "Michigan Public Service Commission";
- 1.14.8 "**MO-PSC**" means the "Missouri Public Service Commission";
- 1.14.9 "**NV-PUC**" means the "Public Utilities Commission of Nevada";
- 1.14.10 "**PUC-OH**" means the "Public Utilities Commission of Ohio";
- 1.14.11 "**OK-CC**" means the "Oklahoma Corporation Commission";
- 1.14.12 "**PUC-TX**" means the "Public Utility Commission of Texas"; and
- 1.14.13 "**PSC-WI**" means the "Public Service Commission of Wisconsin."

- 1.15 "Common Channel Signaling" or "CCS" means a special network, fully separate from the transmission path of the public switched network, that digitally transmits call set-up and network control data. Unless otherwise agreed by the Parties, the CCS used by the Parties shall be Signaling System 7 ("SS7").
- 1.16 "Completed Call" means a call that is delivered by one Party to the other Party and for which a connection is established after Answer Supervision.
- 1.17 "Consequential Damages" means Losses claimed to have resulted from any indirect, incidental, reliance, special, consequential, punitive, exemplary, multiple or any other Loss, including damages claimed to have resulted from harm to business, loss of anticipated revenues, savings, or profits, or other economic Loss claimed to have been suffered not measured by the prevailing Party's actual damages, and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions.
- 1.18 "Conversation MOU" means the minutes of use that both Parties' equipment is used for a Completed Call, measured from the receipt of Answer Supervision to the receipt of Disconnect Supervision.
- 1.19 "Day" means calendar day unless "Business Day" is specified.
- 1.20 "Disconnect Supervision" means an on-hook supervisory signal sent at the end of a Completed Call.
- 1.21 "End Office Switch" is a switch from which **SBC-13STATE**'s End User Customers' Exchange Services are directly connected and offered. A Cell Site or base station is not an End Office Switch.
- 1.22 "End User Customer" means, whether or not capitalized, any business, residential or governmental customer of services covered by the Agreement. More specific

meanings of such term is dependent upon the context in which it appears in the Agreement and the provisions of the Act. As used herein, the term "End User Customer" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.

- 1.23 "Equal Access Trunk Group" means an interconnection Trunk used solely to deliver Switched Access Traffic, using Feature Group D protocols.
- 1.24 "Exchange Service" means Telephone Exchange Service as defined in the Act.
- 1.25 "Facility" means the wire, line, fiber or cable used to transport traffic between the Parties' respective networks.
- 1.26 "FCC" means the Federal Communications Commission.
- 1.27 "Governmental Authority" means any federal, state, local, foreign, or international court, government, department, commission, board, bureau, agency, official, or other regulatory, administrative, legislative, or judicial authority with jurisdiction over the subject matter at issue.
- 1.28 "Intellectual Property" means copyrights, patents, trademarks, trade secrets, mask works and all other intellectual property rights.
- 1.29 "Interconnection" has the meaning given the term in the Act and refers to the physical linking of two networks for the mutual exchange of traffic.
- 1.30 "Interexchange Carrier" or "IXC" means a carrier other than a CMRS provider or SBC-13STATE that provides, directly or indirectly, interLATA and/or intraLATA Telecommunications Service.
- 1.31 "InterMTA Traffic" means traffic to or from Carrier's network that originates in one MTA and terminates in another MTA (as determined by the geographic location of the Cell Site at the beginning of the call to which the mobile End User Customer is connected).
- 1.32 "ISP" ("Internet Service Provider") shall be given the same meaning as used in the FCC Order on Remand and Report and Order; *In the Matter of Implementation of the Local Competition Provisions in the Federal Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic*; CC Docket Nos. 96-98 and 99-68; FCC Order No. 01-131, released April 27, 2001.
- 1.33 "Local ISUP" (Local Integrated Services Digital Network User Part) is the SS7 messaging that establishes local call set-up.
- 1.34 "LERG" means Local Exchange Routing Guide, a Telcordia Reference Document used by Telecommunications Carriers to identify NPA-NXX routing and homing information as well as network element and equipment designations.

- 1.35 “Local Traffic”, for the application of reciprocal compensation, means Authorized Services Telecommunications traffic between **SBC-13STATE** 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).
- 1.36 “Loss” or “Losses” means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys’ fees).
- 1.37 A “Mobile Switching Center” or “MSC” is a switch that performs, among other things, the switching of calls between and among its End User Customers and the End User Customers of other mobile or landline networks. The MSC is used to interconnect Trunk circuits with End Offices, Tandem switches and/or other MSCs. The MSC also coordinates inter-cell and inter-system call hand-offs and records all system traffic for analysis and billing.
- 1.38 “MTA” means “Major Trading Area”, as defined in 47 C.F.R. § 24.202(a).
- 1.39 “NPA” means Numbering Plan Area, referred to as an area code and the three digit indicator that is defined by the “A”, “B” and “C” digits of a 10-digit telephone number within the North American Numbering Plan.
- 1.40 “NXX”, “NXX Code”, “Central Office Code”, is the 3-digit switch indicator that is defined by the D, E, and F digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 telephone numbers.
- 1.41 “Originating Landline to CMRS Switched Access Traffic” means InterLATA traffic delivered directly from **SBC-13STATE**’s originating network to Carrier’s network that, at the beginning of the call: (a) originates on **SBC-13STATE**’s network in one MTA; and, (b) is delivered to the mobile unit of Carrier’s End User Customer connected to a Cell Site located in another MTA. **SBC-13STATE** shall charge and Carrier shall pay **SBC-13STATE** the Originating Landline to CMRS Switched Access Traffic rates in Appendix Pricing – Wireless.
- 1.42 “Paging Traffic” means traffic to SPCS’s network that results in the sending of a paging message over a paging or narrowband PCS frequency licensed to SPCS.
- 1.43 “Party” means either **SBC-13STATE** or SPCS, and “Parties” means **SBC-13STATE** and SPCS.
- 1.44 “POI” means a point of interconnection between **SBC-13STATE**’s network and SPCS’s network. The POI is the meet point for the facilities that provides the physical linking of the Parties networks. Each POI shall be within the **SBC-13STATE** Territory.
- 1.45 “Rating Point” means the vertical and horizontal (“V&H”) coordinates assigned to a Rate Center and associated with a particular telephone number for rating purposes. The Rating Point must be in the same LATA as the Routing Point of the associated

NPA-NXX as designated correctly in the LERG, but need not be in the same location as that Routing Point.

- 1.46 “Reciprocal Compensation” means the 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 of Local Traffic that originates on the network of the other carrier.
- 1.47 “Routing Point” means the V&H coordinates that a Telecommunications Carrier has designated as the destination for traffic inbound to services provided by that Telecommunications Carrier that bear a certain NPA-NXX designation. The Routing Point need not be the same as the Rating Point, but it must be in the same LATA as the Rating Point. Central Office Switches or MSCs are Routing Points for traffic to End User Customers identified by numbers drawn from NPA-NXX designations, as stated in the LERG. Where Carrier has not established Routing Points for its dedicated NPA-NXXs in its own network, the Routing Point shall be the **SBC-13STATE** Tandem switch where traffic to **SBC-13STATE** NXXs in the same NPA is homed.
- 1.48 “**SBC-MIDWEST REGION 5-STATE**” - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.49 “**SBC-7STATE**” - As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.50 “**SBC-13STATE**” - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC SNET** the applicable SBC owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.51 “**SBC-13STATE Territory**” means **SBC-13STATE**’s certificated franchise service territory within the State limited to the specific operating area(s) or portions(s) thereof in which **SBC-13STATE** is then deemed to be the ILEC under the Act.
- 1.52 “Signal Transfer Point” (STP) performs a packet switching function that routes signaling messages among Service Switching Points (SSP), Service Control Points (SCP), Signaling Points (SP), and other STPs in order to set up calls and to query databases for Advanced Services.

1.53 “**SBC SNET**” - As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

1.54 “State” means the state in which this Agreement is filed and approved pursuant to the Act.

1.55 “Switched Access Services” means an offering of access to **SBC-13STATE**’s network for the purpose of the origination or the termination of traffic from or to End User Customers in a given area pursuant to a Switched Access Services tariff. Switched Access Services include: Feature Group A (“FGA”), Feature Group B (“FGB”), Feature Group D (“FGD”), Toll Free Service and 900 access.

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

1.57 “Tandem or Access Tandem” means a switching system that provides a concentration and distribution function for originating or terminating traffic between End Offices, other Tandems, Third Party Providers and IXCs.

1.58 (“TCAP”) Transaction Capabilities Application Part: TCAP queries are applicable only in those **SBC-13STATE** operating territories where SBC database products are offered and CLASS queries to the extent that **SBC-13STATE** offers CLASS functions to its End User Customers.

1.59 “Terminating IntraLATA InterMTA Traffic” means traffic that, at the beginning of the call: (a) originates on Carrier’s network and terminates in the same LATA; (b) is sent from the mobile unit of Carrier’s End User Customer connected to Carrier’s Cell Site located in one MTA; and, (c) is terminated on **SBC-13STATE**’s network in another MTA. For such InterMTA IntraLATA Traffic, **SBC-13STATE** shall charge and Carrier shall pay **SBC-13STATE** the Terminating IntraLATA InterMTA Traffic rates in Appendix Pricing - Wireless.

1.60 “Terminating Switched Access Traffic” means traffic that, at the beginning of the call: (a) originates on Carrier’s network; (b) is sent from the mobile unit of Carrier’s End User Customer connected to a Cell Site located in one MTA and one LATA; and, (c) terminates on **SBC-13STATE**’s network in another MTA and another LATA (*i.e.*, the traffic is both InterMTA and InterLATA). A Carrier is acting as an Interexchange Carrier by delivering this traffic and such traffic must be terminated to **SBC-13STATE** as FGD terminating switched access per **SBC-13STATE**’s Federal and/or State Access Service tariff.

1.61 “Termination” means the switching of Local Traffic at the terminating carrier’s end office switch, or equivalent facility, and delivery of such traffic to the called party.

1.62 “Third Party Provider” shall mean any other facilities-based telecommunications carrier, including, without limitation, independent telephone companies, competitive local exchange carriers, or CMRS providers. The term shall not mean resellers of a **SBC-13STATE**’s local exchange services or resellers of CMRS provider’s services.

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

1.64 “Transport,” for the purpose of reciprocal compensation, means the transmission (and any necessary Tandem switching) of Local Traffic subject to Section 251 (b)(5) of the Act from the interconnection point between two carriers to the terminating carrier's end office switch that directly serves the called party, or equivalent facility provided by a carrier other than an incumbent LEC.

1.65 “Trunk(s)” or “Trunk Group(s)” means the switch port interface(s) used and the communications path created to connect Carrier's network with **SBC-13STATE**'s network for the purpose of exchanging Authorized Services Local Traffic calls and/or IXC calls.

1.66 “Trunk Side” refers to a Central Office Switch interface that offers those transmission and signaling features appropriate for the connection of switching entities.

1.67 UNEs or Unbundled Network Elements has the meaning as set forth in the Act and as defined by the FCC.

1.68 “V and H Coordinate” means the computing of airline miles (used in the rating of calls) between two points utilizing an established formula which is based on the vertical and horizontal coordinates of the two points.

2. INTERCONNECTION

2.1 Interconnection Trunk Groups

2.1.1 Type 1: Provides a one-way Trunk Side connection (line side treatment) between a **SBC-13STATE** End Office Switch and SPCS's Mobile Switching Center (“MSC”) and shall be used only for miscellaneous trunk groups (e.g., 8XX services). If and when SS7 is available for Type 1, it will be the preferred method of signaling. Charges for miscellaneous trunk groups shall be at an amount equal to the rates specified the applicable Special Access Tariffs. Additional charges for services provided on Miscellaneous Trunk Groups may also apply.

2.1.2 Type 2A: provides a two-way or one-way Trunk Side connection between a **SBC-13STATE** Tandem and SPCS's MSC. Type 2A provides the capability to interconnect SPCS's MSC to **SBC-13STATE**'s Tandems for the purpose of establishing connection within the LATA to deliver traffic to subtending End Office Switches.

2.1.2.1 Type 2A Local/Equal Access Combined Trunk Group: Provides a Trunk Side connection between Carrier's network and an **SBC-7STATE** Access Tandem. Local/Equal Access Trunk Groups carry

interexchange access traffic and Local Traffic. This Trunk Group requires an interface utilizing equal access signaling.

2.1.2.2 Type 2A Equal Access Trunk Group: Provides a Trunk Side connection between Carrier's network and an **SBC-13STATE** Access Tandem. Equal Access Trunk Groups carry interexchange access traffic. This Trunk Group requires an interface utilizing equal access signaling.

2.1.2.2.1 In **SBC-MIDWEST REGION 5-STATE**, a separate Type 2A Equal Access Trunk Group is required when **SBC-MIDWEST REGION 5-STATE** is not able to record Carrier-originated traffic to an IXC. Carrier will also provide to **SBC-MIDWEST REGION 5-STATE**, using industry standard data record formats, recordings of all calls (both Completed Calls and attempts) to IXCs from Carrier's network using Trunks employing a Type 2A connection.

- 2.1.3 Type 2B: Provides a one-way Trunk Side connection from a SPCS MSC to a **SBC-12STATE** End office. Type 2B provides the capability to access only End User Customers served by that End Office. When two-way is available the parties agree that it will be the preferred trunk group type. SS7 signaling is currently available only on one-way Mobile to Land Type 2B, but two-way trunk groups will be provisioned with SS7 signaling where and when available.
- 2.1.4 Type 2C: A one-way terminating Trunk-Side connection between SPCS's MSC and **SBC-13STATE**'s Tandem equipped to provide access to E911 services. See Appendix Wireless Emergency Number Services Access (E911) for trunk and facility requirements.
- 2.1.5 Type 2D: Provides a direct voice-grade transmission path to a LEC Operator Services System (OSS) switch.
 - 2.1.5.1 Directory Assistance and/or Operator Services traffic may be delivered through a dedicated Trunk Group to an **SBC-13STATE** OSS switch.
- 2.1.6 High Volume Call In (HVCI) / Mass Calling (Choke) Trunk Group: **SBC-13STATE**
 - 2.1.6.1 Separate high-volume Trunk Groups (HVCI) will be required for high-volume customer calls (*e.g.*, radio contest lines). If the need for HVCI is identified by either Party, that party may initiate a meeting where the parties will negotiate where HVCI Trunk Groups need to be provisioned to ensure network protection from HVCI traffic.
- 2.1.7 In each LATA in which Carrier exchanges traffic with **SBC-13STATE**, Carrier shall trunk to each **SBC-13STATE** Tandem in each LATA and SBC

shall be responsible for the Facilities until traffic reaches 24 Trunks (*i.e.* 500 busy hour centum call seconds) for three consecutive months. When the traffic level to and from the Tandem reaches 24 Trunks (*i.e.* 500 busy hour centum call seconds) for three consecutive months, Sprint shall be responsible for the Facilities.

2.1.8 Installation/Provisioning

- 2.1.8.1 Carrier will be responsible for designing, ordering and provisioning all Trunks. Carrier will engineer and maintain the appropriate type of and sizing for Facilities and Trunks according to sound engineering practice.
- 2.1.8.2 Orders from Carrier to **SBC-13STATE** to establish, add, change, or disconnect Trunks shall be submitted using **SBC-13STATE**'s applicable ordering system.

2.1.9 Design Blocking Criteria

- 2.1.9.1 Forecasting Trunk projections and servicing Trunk requirements for Interconnection Trunk Groups shall be based on the average time-consistent busy hour load of the busy season, determined from the highest twenty (20) consecutive average Business Days. The average grade-of-service for Interconnection final Trunk Groups shall be the industry standard of one percent (1%) blocking, within the time-consistent twenty day average busy hour of the busy season. Trunk projections and requirements shall be determined by using the industry standard Neil Wilkinson B.01M Trunk Group capacity algorithms for grade-of-service Trunk Groups. (Prior to obtaining actual traffic data measurements, a medium day-to-day variation and 1.0 peakedness factor shall be used to determine projections and requirements).
- 2.1.9.2 The engineered blocking objective for common transport Trunk Groups (CTTG) from **SBC-13STATE** End Office Switches to the access Tandem switch is one-half of one percent (0.5%). The engineered blocking objective for alternate final (AF) Trunk Groups from **SBC-13STATE** End Office Switches to the local Tandem switch is one percent (1%). The engineered blocking objective for direct Trunk Groups from **SBC-13STATE** End Office Switches to Carrier's MSC is one percent (1%) for direct final (DF) Trunk Groups and economic centum call seconds for primary high usage groups. The engineered blocking objective for the Trunk Group from the **SBC-13STATE** Tandem switch to the Carrier's MSC is one percent (1%).
- 2.1.9.3 When Trunks exceed measured blocking thresholds on an average time consistent busy hour for a twenty (20) Business Day study period, the Parties shall cooperate to increase the Trunks to the

foregoing blocking criteria in a timely manner. The Parties agree that twenty (20) Business Days is the study period duration objective.

- 2.1.10 Each Party shall provide the other with a specific point of contact for planning, forecasting, and Trunk servicing purposes.
- 2.1.11 **SBC-13STATE** shall transport Land-to-Mobile traffic to Carrier's MSC, or, in the event Carrier has no MSC in the LATA, to Carrier's designated POI within **SBC-13STATE** Territory within each LATA in the State in which Carrier operates. Carrier may transport traffic in the Mobile-to-Land direction to **SBC-13STATE**'s Tandem. If the traffic between the Carriers Network and any **SBC-13STATE** End Office meets the CCS equivalent of one DS1 (*i.e.* 500 busy hour centum call seconds), for three consecutive months the Parties shall, within fifteen (15) calendar days of the occurrence, establish a direct end office Trunk Group (DEOT). DEOTs groups will be established where two-way 2B trunking is available per the DS1 requirement. If the Parties cannot agree, **SBC-13STATE** reserves the right to restrict provisioning of additional Trunks at the Tandem.

2.1.12 Forecasting

- 2.1.12.1 Carrier agrees to provide an initial forecast for establishing the initial Interconnection Facilities. Subsequent forecasts shall be provided on a semi-annual basis, not later than January 1 and July 1 in order to be considered in the semi-annual publication of the SBC forecast. These non-binding forecasts should include yearly forecasted Trunk quantities for all appropriate Trunk Groups described in this agreement for a minimum of three years. When the forecast is submitted, the Parties agree to meet and review the forecast submitted by SPCS. As part of the review process, **SBC-13STATE** will share any network plans or changes with SPCS that would impact the submitted forecast. Parties agree to the use current Industry Standards.

2.2 Trunk Servicing

- 2.2.1 If a Trunk Group is under 75% of centum call seconds capacity on a monthly average basis for each month of any three consecutive months period, either party may request the issuance of an order to resize the Trunk Group which shall be left with not less than 25% excess capacity. If Carrier adds capacity in anticipation of growth beyond three months, the parties agree to meet and discuss prior to deciding to resize the trunk group. **SBC-13STATE** may agree to extend the period of underutilization if Carrier can demonstrate the capacity need.
- 2.2.2 As discussed in this Agreement, both Parties will jointly manage the capacity of CMRS Interconnection Trunk Groups. Either Party may initiate a change

in Trunk Group provisioning by request. **SBC-13STATE** will send a Trunk Group Service Request ("TGSR") to Carrier to trigger changes. **SBC-13STATE** desires to the CMRS Interconnection Trunk Groups based on **SBC-13STATE**'s capacity assessment. Carrier will initiate a request by issuing an ASR to **SBC-13STATE**'s Wireless Interconnection Service Center:

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

2.2.3 Orders that comprise a major project that directly impacts the other Party may be submitted at the same time, and their implementation shall be jointly planned and coordinated. Major projects are those that require the coordination and execution of multiple orders or related activities between and among **SBC-13STATE** and Carrier work groups, including but not limited to the initial establishment of CMRS Interconnection Trunk Groups and service in an area, designated NXX Code relocations, re-homes, facility grooming, or major network rearrangements.

2.3 Points of Interconnection

2.3.1 As required by Section 251 of the Act, SPCS may interconnect with **SBC-13STATE**'s network at any technically feasible point that is within **SBC-13STATE** Territory within the LATA. Carrier and **SBC-13STATE** shall mutually agree on a POI for each Trunk Group utilized to carry traffic between their respective networks.

2.3.1.1 A POI may be located at:

- a. a **SBC-13STATE** office where the Facilities terminate, typically a Tandem office,
- b. a Carrier's office where the Facilities terminate, or
- c. other, mutually agreeable location.

2.3.2 Unless otherwise mutually agreed, for delivery of traffic over mobile to land or two-way Trunks, the POI shall be established to each **SBC-13STATE** Tandem switch or End Office Switch where trunking is required under this Agreement.

2.3.3 Unless otherwise mutually agreed, for delivery of traffic over land to mobile Trunks, the POI shall be established to each MSC or Carrier's designated

point of presence in the LATA that is within **SBC-13STATE** Territory where trunking is required under this Agreement.

2.4 Per LATA POI Requirement

2.4.1 SPCS acknowledges at this time, that **SBC-13STATE** is restricted in its ability to pass traffic from one LATA to another under the Act. As a result, SPCS agrees to interconnect to at least one **SBC-13STATE** facility in each LATA in which it desires to pass traffic to **SBC-13STATE** for transport and termination within such LATA.

2.5 Incumbent LEC Requirement

2.5.1 The Parties acknowledge that the terms and conditions specified in this Agreement do not apply to the provision of services or Facilities by **SBC-13STATE** in those areas where **SBC-13STATE** is not the incumbent LEC.

2.6 Interconnection Methods Available to SPCS

2.6.1 SPCS may provide its own Facilities and transport for the delivery of traffic from its MSC (or other mutually agreed upon point on SPCS's network) to the Interconnection point on **SBC-13STATE**'s network. Alternatively, SPCS may purchase an entrance Facility and transport from a Third Party Provider or from **SBC-13STATE** for the delivery of such traffic. Rates for entrance Facilities and transport purchased from **SBC-13STATE** shall be charged at rates equal to that specified in the applicable interstate or intrastate Special Access Tariffs.

2.6.2 SPCS may request virtual collocation from **SBC-13STATE** at the rates, terms and conditions specified in the appropriate FCC Tariff in the state to which this Agreement shall apply and physical collocation as specified in applicable tariff (or in the absence of an applicable tariff, on an individual case basis). Alternatively, SPCS may collocate at a **SBC-13STATE** facility with a Third Party Provider with whom **SBC-13STATE** has already contracted for collocation. When SPCS collocates at a **SBC-13STATE** facility, it shall provide for the transport of traffic from its network to the appropriate Interconnection point on **SBC-13STATE**'s network pursuant to Section 2.3 above. If SPCS causes **SBC-13STATE** to build a collocation cage and then SPCS does not use the facility (or all the facility), SPCS shall reimburse **SBC-13STATE** as if SPCS was using the entire facility.

2.6.3 SPCS may request SONET based services pursuant to tariff. These services are available only pursuant to tariff and not subject to this Agreement.

2.7 Interconnection Methods Available to **SBC-13STATE**

2.7.1 SPCS and **SBC-13STATE** may share SPCS's Interconnection Facilities at rates developed on a shared facilities basis, *i.e.* charges will be shared by the

Parties based on a proportional (percentage) basis as specified in Appendix PRICING.

2.8 Technical Requirements and Standards

- 2.8.1 Each Party will provide the services in this Agreement to the other Party at a standard at least equal in quality and performance to that which the Party provides itself. Either Party may request, and the other Party will provide, to the extent technically feasible, services that are superior or lesser in quality than the providing Party provides to itself, provided, however, that such services shall be considered Special Requests.
- 2.8.2 Nothing in this Agreement will limit either Party's ability to modify its network, including, without limitation, the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any such modifications to its network which will materially impact the other Party's service consistent with the timelines established by the FCC in the Second Report and Order, CC Docket 96-98. The Parties will be solely responsible, at their own expense, for the overall design of their Telecommunications Services and for any redesigning or rearrangement of their Telecommunications Services which may be required because of the other Party's modifications, including, without limitation, changes in Facilities, operations or procedures, minimum network protection criteria, or operating or maintenance characteristics of Facilities. To the extent such redesign or rearrangement requires changes or arrangements not contemplated by this Agreement, the Parties will negotiate appropriate changes or arrangements.
- 2.8.3 Nothing in this Agreement shall prohibit SPCS from enlarging its CMRS network within the MTAs covered by this Agreement through management contracts with third parties for the construction and operation of a CMRS system under the Sprint PCS brand name. Traffic originating on such extended network within the MTAs covered by this Agreement shall be treated as SPCS's traffic under the terms and conditions of this Agreement. SPCS shall provide **SBC-13STATE** notice of the following information for any such contracted third parties within a reasonable time after contracting with such third party: the legal name of the third party, a contact name and number, the ACNAs (and name associated with such ACNA) for orders placed by such party, and the geographic area to be served by such party.

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

- 3.1 This Section provides the terms and conditions for the exchange of traffic between the Parties' respective networks, over CMRS Interconnection Trunks, for the transmission and routing by the Parties of Local Traffic and Transiting Traffic.

3.2 Routing

3.2.1 SPCS to SBC-13STATE Routes

3.2.1.1 SPCS shall be responsible for the delivery of traffic from its network to the appropriate POI for the transport and termination of such traffic by **SBC-13STATE** to a **SBC-13STATE** End User Customer or for delivery by **SBC-13STATE** to a subtending Third Party Provider or an IXC.

3.2.2 SBC-13STATE to SPCS Routes

3.2.2.1 **SBC-13STATE** shall be responsible for the delivery of traffic from its network to the appropriate POI for the transport and termination of such traffic by SPCS.

3.2.3 **SBC-13STATE** will not deliver calls destined to terminate at a Carrier MSC via another Telecommunications Carrier Tandem switch. Further, where Carrier's dedicated NXX Codes subtend another Telecommunications Carrier's Tandem switch, the Parties will establish trunking directly between **SBC-13STATE**'s Tandem switch and Carrier's MSC for the completion of land-to-mobile calls destined to terminate to such NXXs. In LATAs where other Telecommunications Carriers have Tandem switches, it is the responsibility of Carrier to negotiate interconnection and compensation arrangements directly with those Carriers. **SBC-13STATE** will complete land-to-mobile calls destined to terminate at a subtending CMRS MSC regardless of the call's originating Telecommunications Carrier; however, in delivering such calls, **SBC-13STATE** has no responsibility for traffic delivered through another Telecommunications Carrier's Tandem switch to **SBC-13STATE**'s Tandem switch destined for Carrier's dedicated NXX Codes.

3.2.4 Transiting Traffic

3.2.4.1 Transiting Service will be provided by **SBC-13STATE**. **SBC-13STATE**'s Transiting Service allows Carrier (a) to send traffic to a Third Party Provider network through **SBC-13STATE**'s Tandem switch and (b) to receive traffic from a Third Party Provider network through **SBC-13STATE**'s Tandem switch. Carrier is responsible for payment of the appropriate **SBC-13STATE** Transiting Service rates on Transit Traffic originating on its network delivered to **SBC-13STATE**. **SBC-13STATE**'s Transiting Service rate is only applicable when calls do not originate with (or terminate to) **SBC-13STATE**'s End User Customer. The rates that **SBC-13STATE** shall charge for Transiting Service are specified in Appendix – Pricing (Wireless).

Carrier shall deliver traffic to be handled by **SBC-13STATE**'s
Transiting Service to **SBC-13STATE**'s Tandem switch(es).

3.2.4.2 Third Party Provider Arrangements. Carrier shall establish billing arrangements directly with any Third Party Provider Telecommunications Carriers to which it may send traffic by means of **SBC-13STATE**'s Transiting Service. In the event that Carrier does send traffic through **SBC-13STATE**'s network to a Third Party Provider Telecommunications Carrier with whom Carrier does not have a traffic interchange agreement, and such Third Party Provider Telecommunications Carrier makes a Claim against **SBC-13STATE** for compensation, **SBC-13STATE** will advise both Carrier and the Third Party Provider Telecommunications Carrier that they need to resolve the matter between themselves. If **SBC-13STATE** does so, then Carrier will indemnify **SBC-13STATE** for any termination charges **SBC-13STATE** subsequently is ordered by a regulatory agency or court to pay such Third Party Provider Telecommunications Carrier for such traffic, and for any billing and collection costs, and attorneys' fees related to those termination charges. In the event of any such proceeding, **SBC-13STATE** agrees to allow Carrier to participate as a party.

3.2.4.3 When the Carrier is notified that there is more than a DS1's worth of traffic to any Third Party Provider, then the Carrier will use best effort to effect an direct interconnection arrangement with the Third Party Provider (subtending LEC) of concern within 135 calendar days. Except for overflow traffic that is mutually agreed to by the Parties, once direct trunk groups are established between Carrier and the subtending Third Party Provider switch, Carrier will cease routing Transit Traffic through **SBC-13STATE** Tandem to such Third Party Provider switch.

- 3.2.5** In determining the number of minutes of use subject to Reciprocal Compensation, **SBC-13STATE** and SPCS shall use actual call data to determine jurisdiction and originating carrier. When recorded billing data is not sufficiently available to SPCS to determine the jurisdiction and originating carrier of land to mobile traffic, SPCS will not default bill **SBC-13STATE** Reciprocal Compensation for such traffic.
- 3.2.6** Non-Transit Traffic. Carrier shall not route over the Interconnection Trunks provided herein terminating traffic from an IXC destined for an **SBC-13STATE** End Office Switch. Carrier shall not deliver traffic to **SBC-13STATE** under this Agreement from a non-CMRS Telecommunications Carrier.

3.2.7 Non-Transit Traffic. Carrier shall not route over the Interconnection Trunks provided herein terminating traffic from a third party IXC destined for an End Office Switch in **SBC-13STATE** Territory.

3.2.8 Direct Connect. Where **SBC-13STATE** has in place direct Trunks employing Type 2A interface to a Carrier MSC, **SBC-13STATE** shall use reasonable efforts not to, but may deliver calls destined to terminate at that Carrier MSC via another Telecommunications Carrier's Tandem switch.

3.2.9 One-way Provisioning

3.2.9.1 Should the provisioning of CMRS Interconnection Trunks on a one-way basis be required, due to equipment or billing limitations, each Party shall be responsible for the delivery of traffic from its network to the POI of the other Party (e.g., **SBC-13STATE**'s Tandem/End Office Switch and/or Sprint PCS MSC). For land to mobile traffic the POI is located at SPCSs MSC or point of presence within **SBC-13STATE** Territory. For mobile to land traffic, the POI is located at **SBC-13STATE**'s switch or as otherwise mutually agreed to by the Parties.

3.3 Reciprocal Compensation

3.3.1 Rates

3.3.1.1 The Parties shall provide each other Reciprocal Compensation for the transport and termination of Local Traffic at the rates specified in Appendix PRICING (Wireless). **SBC-13STATE** shall compensate SPCS for the transport and termination of Local Traffic originating on **SBC-13STATE**'s network; SPCS shall compensate **SBC-13STATE** for the transport and termination of Local Traffic originating on SPCS's network.

3.3.2 Exclusions

3.3.2.1 Reciprocal Compensation shall apply solely to the transport and termination of Local Traffic, and shall not apply to any other traffic or services, including without limitation:

3.3.2.1.1 interMTA traffic;

3.3.2.1.2 Transiting Traffic;

3.3.2.1.3 Non CMRS traffic (traffic that is not intended to originate or terminate to a mobile station using CMRS frequency); e.g., for the purposes of this Agreement, a call intended to terminate to a mobile station using CMRS frequency that is routed to voice mail because

the call cannot be completed to such mobile station shall be treated as CMRS traffic;

- 3.3.2.1.4 Toll-free calls (*e.g.*, 800/888), 500 and 700 calls;
- 3.3.2.1.5 Paging Traffic;
- 3.3.2.1.6 Information Services Traffic (900); and,
- 3.3.2.1.7 Any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission.

3.3.3 Measuring Calls as Local Traffic

- 3.3.3.1 In order to measure whether traffic comes within the definition of Local Traffic for the purposes of calculating reciprocal compensation, the Parties agree to the following:
 - 3.3.3.1.1 For Land to Mobile traffic, the origination point of a call shall be the **SBC-13STATE** Central End Office Switch that serves the calling party at the beginning of the call, and the termination point shall be Carrier's cell site/base station, which serves the called party at the beginning of the call.
 - 3.3.3.1.2 For Mobile to Land traffic, the origination point of a call shall be the Carriers' cell site/base station that serves the calling party at the beginning of the call, and the termination point shall be **SBC-13STATE** Central End Office Switch, which serves the called party at the beginning of the call.
- 3.3.4 The Parties agree that ISP traffic between them, if any, is presently *de minimis*; however, should intercarrier ISP traffic become greater than *de minimis*, it will be treated for compensation purposes at the same rate and rate structure as Local Calls. No additional or separate measurement or tracking of ISP bound traffic shall be necessary.
- 3.3.5 Conversation MOU
 - 3.3.5.1 For purposes of billing compensation for the interchange of Local Traffic, billed minutes will be based upon Conversation MOU. Conversation MOU will be determined from actual usage recordings. Conversation MOU begins when the originating Party's network receives Answer Supervision and ends when the originating Party's network receives Disconnect Supervision.

3.4 Billing And Recording

3.4.1 Each Party will record its terminating minutes of use for all intercompany calls. Each Party will perform the necessary call recording and rating for its respective portions of an interchanged call. Each Party shall be responsible for billing and collection from their respective End User Customers. Each Party shall use procedures that record and measure actual usage for purposes of providing invoices to the other Party pursuant to this Agreement.

4. TERMS AND COMPENSATION FOR USE OF FACILITIES

4.1 Each Party shall be responsible for providing its own or leased transport Facilities to route calls to and from the POI. Each Party may construct its own Facilities, it may purchase or lease these Facilities from a third party, or it may purchase or lease these Facilities from the other Party, if available, pursuant to tariff or separate contract. Facilities between the Parties' respective networks will not be provided pursuant to this Agreement.

4.2 The following shall apply solely for Facilities dedicated for transport of Interconnection traffic.

4.2.1 Each Party reserves the right to discontinue the use, for delivering Interconnection traffic from its network, of all, or a portion, of the Facilities provided by the other Party. This provision does not negate any obligations either Party may have regarding such Facilities, such as, but not limited to term and notice provisions. Nothing herein will obligate **SBC-13STATE** to utilize Facilities obtained from a Third party Provider. However, should **SBC-13STATE** agree to share in the cost of Third Party Provider Facilities within **SBC-13STATE** Territory based on percentage of traffic, the reimbursement rate to Carrier will not exceed **SBC-13STATE** tariffed rates.

4.2.2 SPCS and **SBC-13STATE** may share Interconnection Facilities (e.g. T1) and those Facilities shall be charged at rates equal to that specified in the applicable interstate or intrastate Special Access Tariffs. Charges will be shared by the Parties based on their proportional (percentage) use of such Facilities as specified in Appendix PRICING.

4.2.3 **SBC-13STATE** may provide its own Facilities and transport for the delivery of traffic from its network to SPCS's network that is within **SBC-13STATE** Territory. Alternatively, **SBC-13STATE** may purchase an entrance Facility and transport from a third party, or from SPCS, for the delivery of such traffic. Rates for entrance Facilities and transport purchased from SPCS will be developed on an individual case basis not to exceed the Access Tariff Rates.

4.2.4 SPCS and **SBC-13STATE** may share SPCS's Interconnection Facilities at rates developed on an individual case basis. Charges will be shared by the

Parties based on a proportional (percentage) basis as specified in Appendix PRICING.

4.2.5 Originating Party Uses Terminating Party's Facilities. Where **SBC-13STATE** and SPCS mutually agree to maintain a two way trunk group, the cost of such provision shall be mutually shared based on the percentage of traffic carried over that two way trunk group by each of the parties.

4.2.5.1 Where SPCS has purchased high bandwidth facilities (e.g., DS3 and above) for multiple uses, SPCS will make available these facilities, for trunking and Interconnection, to **SBC-13STATE**. If **SBC-13STATE** chooses to use such high bandwidth facilities for trunking and Interconnection, SPCS will charge **SBC-13STATE** a proportionate share of the cost of the high bandwidth facilities. SPCS shall bill and **SBC-13STATE** shall pay SPCS at a rate representative of a DS1 equivalent based upon each 200,000 MOUs of **SBC-13STATE** originated traffic over such high bandwidth facilities within a single month and based upon SPCS's actual cost of a DS1 on such high bandwidth facilities, not to exceed **SBC-13STATE**'s tariffed rates.

4.2.5.2 Carrier's rate is specified in Appendix Pricing. This rate is Carrier-specific; any other carrier adopting this Agreement must supply its own Carrier-specific data to support its rate. The amount of **SBC-13STATE** originated traffic shall be based upon actual measurements.

4.2.6 Originating Party Provides Its Own Facilities. When a Party uses its own Facilities and/or Trunks (either through self provisioning, or through the purchase of Facilities from the other Party or from third parties) to deliver one-way Interconnection traffic originating on its network to the POI located at either the MSC or point of presence within **SBC-13STATE** Territory or **SBC-13STATE** Tandem/End Office switch, such Party shall provide such Facilities and/or Trunks at its sole cost and expense.

4.2.7 Originating Party Uses Terminating Party's Facilities. When a Party uses Facilities and/or Trunks dedicated to the transmission of Authorized Services traffic between the Parties' two networks, which are provided by the other Party (either through self provisioning, or through the purchase of Facilities from the other Party or from third parties), to deliver Interconnection traffic originating on its network, and such Facilities and/or Trunks are shared by the Parties, such Party will reimburse the other Party for a proportionate share of the cost of Facilities and/or Trunks incurred by the other Party under this Agreement.

4.2.7.1 If either Party can measure the actual amount of traffic delivered to it over such Facilities and/or Trunks at any time during the Term

hereof, the Parties will negotiate in good faith compensation arrangements for the allocation of the applicable Facilities and/or Trunks costs. **SBC-13STATE**'s use of such Facilities is equal to the amount of traffic originated on its network and terminated on Carrier's network; Carrier's use of such Facilities and/or Trunks is the sum of the following: (1) the amount of traffic originated on Carrier's network delivered to **SBC-13STATE**'s network, and (2) the amount of Transit Traffic delivered to Carrier's network by **SBC-13STATE**.

4.2.7.2 If neither Party can measure the actual amount of traffic delivered to it over such Facilities and/or Trunks during the Term hereof, the Party, who is delivering Interconnection traffic originating on its network through Facilities and/or Trunks provided by the other Party, shall pay to the other Party providing such Facilities and/or Trunks the costs of such Facilities and/or Trunks times the difference of 1 minus the Shared Facility Factor set forth in Appendix – Pricing (Wireless); provided, however, that either Party may submit to the other Party a traffic study, a reasonable estimate of its traffic with supporting justification for such estimate, and/or other network information in complete and appropriate form (determined in good faith) ("Shared Facility Information") that the Parties will use to negotiate in good faith a different Carrier-specific Shared Facility Factor. In computing the Shared Facility Factor, the amount of traffic originating on **SBC-13STATE** network delivered to Carrier's network shall be compared to the sum of the following: (1) the amount of traffic originating on Carrier's network delivered to **SBC-13STATE**'s network, and (2) the amount of Transit Traffic delivered to Carrier's network by **SBC-13STATE**. The Shared Facility Information must be Carrier-specific and relate to Carrier's network in the State; it shall not be based on industry average data or the data of other Telecommunications Carriers. If such Shared Facility Information is provided within ninety (90) Days after the date this Agreement is executed by duly authorized representatives of both Parties, then any Carrier-specific Shared Facility Factor derived using such Shared Facility Information shall be effective as of the date on which the Shared Facility Information was provided in complete and appropriate form (determined in good faith) to the other Party, but no earlier than the Effective Date of this Agreement; otherwise, the Carrier-specific Shared Facility Factor will be effective as of the date the Shared Facility Information was provided in complete and appropriate form (determined in good faith) to the other Party. Any Carrier-specific Shared Facility Factor that becomes effective during the initial Term of the Agreement will remain in effect during the initial Term of the Agreement.

4.2.8 Special Requests

4.2.8.1 All requests for services covered by this Agreement (i) for which Facilities do not exist, (ii) Facilities, equipment or technologies not in the providing Party's sole discretion, necessary to fulfill a request under this Agreement, or (iii) services not specifically enumerated in this Agreement, shall be handled in accordance with applicable tariffs.

4.3 Signaling

4.3.1 Type S: A physical SS7 dedicated Signaling Link connection between **SBC-13STATE**'s network and SPCS's network, utilized to exchange SS7 ISUP and SS7 TCAP messages to support the applications to be provided between networks.

4.3.2 **SBC-13STATE** will provide, at SPCS's service order request to purchase SS7 connectivity to **SBC-13STATE** SS7 signaling network, Signaling System 7 ("SS7") in order to allow out of band signaling in conjunction with the exchange of traffic between the Parties' respective networks. SS7 Signaling is **SBC-13STATE**'s preferred method for signaling. Where multi-frequency signaling is currently used, the Parties agree to use their best efforts to convert to SS7. If SS7 services are provided by **SBC-13STATE**, they will be provided in accordance with Appendix – SS7 (Wireless). Where multi-frequency signaling is currently used, the Parties agree, below, to Interconnect their networks using multi-frequency ("MF") or ("DTMF") signaling, subject to availability at the End Office Switch or Tandem switch at which Interconnection occurs. The Parties acknowledge that the use of MF signaling may not be optimal. **SBC-13STATE** will not be responsible for correcting any undesirable characteristics, service problems or performance problems that are associated with MF/SS7 inter-working or the signaling protocol required for Interconnection with Carrier employing MF signaling.

4.3.2.1 Parties directly or, where applicable, through their third-party provider, will cooperate on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate interoperability of CCS-based features between their respective networks, including all CLASS Features and functions, to the extent each Party offers such features and functions to its End User Customers. All CCS signaling parameters will be provided including, without limitation, calling party number ("CPN"), originating line information ("OLI"), calling party category and charge number.

4.3.2.2 SPCS shall, or Carrier's third-party SS7 provider shall, connect to each Local STP pair where SPCS Local ISUP is performed.

4.3.3 **SBC SNET** does not offer access to the SS7 signaling network under this agreement. Rather, SS7 is available as described in DPUC ordered CT Access Service Tariff Section 18.2.8. SS7 interconnection arrangements between **SBC SNET** and Carrier will be on an individual case basis (ICB) due to the individual architectures of both Carrier and **SBC SNET** signaling networks and unique requirements of the individual parties.

5. NPA-NXX

- 5.1 Each NPA-NXX associated with a Trunk Group using a Type 2A Interconnection Trunk Group must be associated with a **SBC-13STATE** Tandem. Carrier will home its NPA-NXXs to the Tandem that serves the geographic area for the V&H Coordinate assigned to the NXX.
- 5.2 All terminating traffic delivered by Carrier to a Tandem switch destined for publicly dialable NPA-NXXs that do not home on that Tandem switch is misrouted. **SBC-13STATE** shall provide notice to Carrier pursuant to the "Notices" provisions of this Agreement that such misrouting has occurred. In the notice, Carrier shall be given thirty (30) Days to cure such misrouting. In the event that Carrier does not cure the problem within the thirty (30) Day period, **SBC-13STATE** shall bill and Carrier will pay, in addition to any other normal usage charges, a misroute surcharge that is equal to the rate for end office termination (Type 2B rate).
- 5.3 The Parties shall deliver all traffic destined for the other Party's network in accordance with the serving arrangements defined in the LERG except when Carrier's MSC serves NPA-NXXs, some of which home on a **SBC-13STATE** Tandem switch, and some of which home on a non-**SBC-13STATE** Tandem switch. In this case, **SBC-13STATE** may establish Facilities and Trunks directly between **SBC-13STATE**'s Tandem switch and Carrier's MSC for the completion of all **SBC-13STATE** to Carrier calls destined to terminate to such NXXs.
- 5.4 It is the responsibility of Carrier to negotiate Interconnection and traffic transport and termination arrangements directly with other Telecommunications Carriers. **SBC-13STATE** will deliver all calls destined to Carrier regardless of the Telecommunications Carrier originating the call. Other than delivering the call, **SBC-13STATE** has no responsibility for traffic routed through another Telecommunications Carrier's network to **SBC-13STATE**'s Tandem switch destined for Carrier's MSC.
- 5.5 Intercept Arrangements
 - 5.5.1 The Parties shall provide voice intercept recorded announcement and/or distinctive tone signals to the calling Party when a call is directed to a number within one of its NXX Code(s) that has not been assigned to an End User Customer. When either Party's network is not able to complete a call because of a malfunction in the other's network or other equipment, the Parties will, when possible, either divert the call to an operator or provide a

recorded announcement to the calling party advising that the call cannot be completed. Wherever a call is directed to a voice intercept recorded announcement by the terminating Party, the terminating Party shall not provide Answer Supervision.

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

6.1 This Section 6 provides the terms and conditions for the exchange of traffic between SPCS' End User Customers and **SBC-13STATE**'s End User Customers for the transmission and routing of and compensation for switched access traffic.

6.2 IXC Traffic

6.2.1 All traffic between Carrier and the **SBC-13STATE** Access Tandem or combined local/Access Tandem destined to be routed to, or that has been routed from, an interexchange carrier ("IXC") shall be transported over an Equal Access Trunk Group separate from the local Interconnection Trunk Group. This Equal Access Trunk Group will be established for the transmission and routing of all traffic between Carrier's End User Customers and IXC's via a **SBC-13STATE** Access Tandem or combined local/Access Tandem. Carrier is solely financially responsible for the Facilities, termination, muxing, trunk ports and any other equipment used to provide such Equal Access Trunk Groups.

6.3 Traffic Subject to Access Charges

6.3.1 Terminating Switched Access Traffic

6.3.1.1 All Terminating Switched Access Traffic is subject to the rates, terms and conditions set forth in **SBC-13STATE**'s Federal and/or State Access Service tariffs and payable to **SBC-13STATE**.

6.3.1.2 Terminating Switched Access traffic shall not be routed over local Interconnection or Equal Access Trunk Groups. Carrier represents that it currently routes its Terminating Switched Access Traffic to an IXC and therefore, the IXC delivers Carrier's Terminating Switched Access Traffic to Telco pursuant to Federal and/or State Access Service Tariffs.

6.3.1.3 Notwithstanding any other provision of this Agreement, for all traffic sent over local Interconnection or Equal Access Trunk Groups determined by **SBC-13STATE** to be terminating switched access, based on sample data from Telco network studies, **SBC-13STATE** is authorized to charge, and Carrier will pay, the Terminating IntraLATA InterMTA traffic rate stated in Appendix Pricing –

Wireless for such traffic retroactively for such time period as provided for in Section 7.2.7.1 for charges arising pursuant to this Agreement. Carrier will work cooperatively with Telco to identify and reroute any inadvertent terminating switched access traffic over local Interconnection Trunks.

6.3.2 Terminating IntraLATA InterMTA Traffic

6.3.2.1 This traffic is routed over the local Interconnection Trunks within the LATA. Carrier can terminate Terminating IntraLATA InterMTA Traffic to Telco using local Interconnection Trunks, subject to the compensation method described in Section 6.3.2.2.

6.3.2.2 For the purpose of compensation between **SBC-13STATE** and Carrier under this Agreement, Terminating IntraLATA InterMTA Traffic is subject to the rates and percentages stated in Appendix Pricing – Wireless. For traffic that, at the beginning of the call: (a) originates on Carrier's network and terminates in the same LATA; (b) is sent from the mobile unit of Carrier's End User Customer connected to Carrier's Cell Site located in one MTA; and (c) is terminated on Telco's network in another MTA, **SBC-13STATE** shall charge and Carrier shall pay the rate stated in Appendix Pricing – Wireless for all Terminating IntraLATA InterMTA Traffic terminated to **SBC-13STATE**'s End User Customers.

6.3.2.3 As of the Effective Date, the Parties cannot accurately measure the amount of Terminating IntraLATA InterMTA Traffic on a real time basis. Therefore, the Parties have agreed to apply the Carrier-specific, State specific Terminating IntraLATA InterMTA percentage stated in Appendix Pricing – Wireless, which is based upon appropriate Carrier-specific, State specific information (*i.e.*, Carrier-specific, State-specific network engineering information; a Carrier-specific, State-specific InterMTA traffic study; and/or other Carrier-specific, State-specific data/information in complete and appropriate form, as determined in good faith). The Terminating IntraLATA InterMTA percentage shall be applied to the total minutes terminated to **SBC-13STATE**'s End User Customers over Carrier's local Interconnection Trunks. The Terminating IntraLATA InterMTA percentage may be revised, but no more frequently than once every twenty-four (24) months, using the following procedure: (1) either Party may provide notice to the other Party that it wishes to renegotiate the Terminating IntraLATA InterMTA percentage; (2) within thirty (30) Days of the other Party's receipt of such notice, the Parties shall commence good faith negotiations, based upon Carrier-specific, State-specific information as described above, to establish a new mutually agreeable Terminating IntraLATA InterMTA percentage; and, (3) good faith negotiations shall be completed and the Amendment to the Agreement reflecting such new percentage, if

any, shall be filed with the Commission within one-hundred twenty (120) Days of the above-mentioned receipt of notice.

6.3.3 Originating Landline to CMRS Switched Access Traffic

6.3.3.1 This traffic is routed over the local Interconnection Trunks.

6.3.3.2 For the purpose of compensation between **SBC-13STATE** and Carrier under this Section, Originating Landline to CMRS Switched Access Traffic is subject to the Originating Landline to CMRS Switched Access Traffic rates and percentages stated in Appendix Pricing – Wireless. For traffic that, at the beginning of the call: (a) originates on Telco's network in one MTA; and, (b) is delivered to the mobile unit of Carrier's End User Customer connected to a Cell Site in another MTA, **SBC-13STATE** is authorized to charge and Carrier shall pay the Originating Landline to CMRS Switched Access Traffic rates and percentages as set forth in Appendix Pricing – Wireless on a per MOU basis for such traffic. Carrier shall not charge and **SBC-13STATE** shall not pay reciprocal compensation for Originating Landline to CMRS Switched Access Traffic.

6.3.3.3 As of the Effective Date, the Parties cannot accurately measure the amount of Originating Landline to CMRS Switched Access Traffic on a real time basis. Therefore, the Parties have agreed to negotiate in good faith for the purpose of establishing a mutually agreeable Carrier-specific, State-specific Originating Landline to CMRS Switched Access traffic percentage, based upon Carrier-specific, State specific information. The duty to negotiate in good faith shall continue until a CMRS Switched Access traffic percentage is established.

If Parties cannot negotiate, execute and file an amendment to this Agreement establishing an Originating Landline to CMRS Switched Access percentage within thirty (30) Days of the execution of this Agreement, **SBC-13STATE** may request that Carrier provide a traffic study to determine an Originating Landline to CMRS Switched Access percentage.

Due to the multiple studies that may be requested by the multiple **SBC-13STATEs** after the execution of this Agreement, the Parties agree to the following timeframes within which Carrier shall provide Originating Landline to CMRS Switched Access percentage traffic studies:

For one (1) study – Carrier shall provide to SBC- 13STATE within 60 Days after receipt of request.

*For two (2) - up to four (4) studies – Carrier shall provide up to four (4) studies to **SBC-13STATE** within one hundred and twenty (120) Days after receipt of request.*

For five (5) – up to seven (7) studies - Carrier will provide to SBC-13STATE based upon a mutually agreed upon timeframe, but not to exceed one hundred and eighty (180) Days.

For eight (8) or more studies, the Parties agree that Carrier will provide such studies to SBC-13STATE on a mutually agreed upon schedule.

Once a request for a traffic study/studies has been made by SBC-13STATE(s), SBC-13STATE(s) shall not make any subsequent requests until the initial study/studies has been completed.

The Originating Landline to CMRS Switched Access traffic percentage will be calculated from the Parties' records based on the location of the Cell Site, if applicable, to which the Carrier's End User Customer's mobile unit is connected at the beginning of the call. These records will be obtained from the Carrier's databases. If a study is requested, Carrier agrees to provide a Carrier-specific, State-specific traffic study to SBC-13STATE within the agreed upon time frame as set forth above. The Carrier-specific, State-specific traffic study will be provided for the State in which the percentage is to be applied. The percentage will be based on the following formula:

SBC-13STATE originated MOU delivered by SBC-13STATE to Carrier's network that terminate InterMTA divided by all SBC-13STATE originated MOU delivered by SBC-13STATE to Carrier's network.

The Parties agree to work cooperatively towards a mutually acceptable Originating Landline to CMRS Switched Access percentage.

(a) Mutually agreed audit: The Parties may, in good faith, attempt to retain a mutually acceptable third party independent auditor who shall be allowed to conduct an audit of the Parties' records (to obtain and verify the necessary data and to calculate the Originating Landline to CMRS Switched Access traffic percentage, based upon the formula stated above). The Parties shall share the costs of the third-party independent auditor equally.

(b) SBC-13STATE audit: If the Parties have not mutually agreed on an acceptable third-party independent auditor, as provided in paragraph (a) above, SBC-13STATE may, in its sole discretion, select a qualified independent auditor to conduct the third-party audit. Upon the selection of the independent auditor, SBC-13STATE shall notify Carrier it has made its selection pursuant to this paragraph. The cost of the independent auditor conducting the SBC-13STATE audit shall be conducted at SBC-13STATE expense.

(c) The Parties shall fully cooperate with the selected third-party auditor to allow expeditious completion of the audit.

(d) The auditor's determination shall be a binding determination of the Originating Landline to CMRS Switched Access traffic percentage, using the formula outlined above, unless either Party, within thirty (30) Days of the auditor's final report, invokes Dispute Resolution procedures disputing the auditor's determination.

(e) Within thirty (30) Days of the determination of the Originating Landline to CMRS Switched Access percentage as provided above, the Parties shall file an appropriate amendment to the Agreement reflecting the Originating Landline to CMRS Switched Access percentage.

(f) Except as provided in this paragraph (f), the Originating Landline to CMRS Switched Access percentage shall remain in effect for the Term of the Agreement. The Parties agree that neither a traffic study nor an audit shall be requested more frequently than once every twenty-four (24) months in the State. Notwithstanding the foregoing, the Parties agree that they may mutually agree to establish a new Originating Landline to CMRS Switched Access percentage at any time after the initial term, but no more frequently than once every twelve (12) months.

(g) The Originating Landline to CMRS Switched Access percentage shall be applied to the total minutes originated by SBC-13STATE's End User Customers delivered to Carrier's network over Carrier's local Interconnection Trunks. If Carrier is capable of accurately filtering Originating Landline to CMRS Switched Access traffic from total minutes originated by SBC-13STATE's End User Customers delivered to Carrier's network over Carrier's local Interconnection Trunks, Carrier shall exclude Originating Landline to CMRS Switched Access traffic from its reciprocal compensation billings to SBC-13STATE and the Originating Landline to CMRS Switched Access percentage shall not be applied to reduce minutes used to calculate such reciprocal compensation billings; otherwise, Carrier shall apply the Originating Landline to CMRS Switched Access percentage to reduce the minutes used to calculate its reciprocal compensation billings to SBC-13STATE.

(h) If no Carrier-specific, State-specific Originating Landline to CMRS Switched Access percentage is established as of the Effective Date, the Parties shall true-up affected reciprocal compensation and Originating Landline to CMRS Switched Access charges to the Effective Date within thirty (30) Days of filing an amendment to this Agreement establishing such percentage, as provided above.

7. ADDITIONAL ORDERING AND BILLING PROVISIONS

7.1 Ordering

7.1.1 Due dates for the installation or conversion of Trunk Groups covered by this Agreement shall be based on **SBC-13STATE**'s standard Switched Access intervals or mutual agreement of the Parties in accordance with the availability of facilities and equipment.

7.1.1.1 The Parties recognize that Special Requests may be made of the other Party pursuant to Section 4.2.8 herein. The providing Party shall have 75 days to notify the ordering Party ("Special Notification") if the ordering Party's Special Request, in the providing Party's sole discretion, will be fulfilled and what the cost of fulfilling such request will be. If the Special Request will be fulfilled, the providing Party shall activate the order at a time agreed to by the Parties.

7.1.1.2 An ordering Party may cancel a Special Request at any time, but will pay the providing Party's reasonable and demonstrable costs of processing and/or implementing the Special Request up to the date of cancellation.

7.2 Billing

7.2.1 Each Party will record its terminating minutes of use including identification of the originating and terminating NXX for all traffic exchanged between the Parties over Trunk Groups for purposes of providing invoices to the other Party pursuant to this Agreement. Each Party will perform the necessary Call Recording and rating for its respective portions of an interchanged call. Each Party shall be responsible for billing and collection from their respective End Users Customer.

7.2.2 The Parties will exchange billing information on a monthly basis based on a mutually agreed schedule. **SBC-13STATE** will prepare its bill in accordance with its existing billing systems. SPCS will prepare its bill in accordance with the now current OBF (CABS BOS) industry standards. The Parties will make an effort to conform to current and future OBF (CABS BOS) standards, insofar as is reasonable. The Parties agree to pay to each other all undisputed charges due each other within thirty (30) days of the date the statement was rendered (bill date) for those charges. If any portion of an amount due to a Party is subject to a bona fide dispute between the Parties, the disputing Party shall, within 30 days after the bill due date, give written notice to the billing Party of the amounts it disputes, the specific details and reasons for disputing each item. The Parties will attempt to resolve the issues related to the disputed amounts in the normal course of business prior to invoking the dispute resolution processes described in Section 17.

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

7.2.4 All non-usage-sensitive monthly charges shall be billed by **SBC-13STATE** monthly in advance, except those charges due for the initial month, or a portion of the initial month during which new items are provided, will be included in the next bill rendered.

7.2.5 All Facilities charges owed to Carrier by **SBC-13STATE** under Section 4, shall be billed by Carrier to **SBC-13STATE** thirty (30) Days following receipt by Carrier of **SBC-13STATE**'s invoice.

7.2.6 Late Charges

7.2.6.1 Bills will be considered past due 31 days after the bill date or by the next bill date (*i.e.*, same date as the bill date in the following month), whichever occurs first, and are payable in immediately available funds.

7.2.6.2 If the amount billed, exclusive of any amount disputed, is received by the billing Party after the payment due date or if any portion of the payment is received by the billing Party in funds which are not immediately available to the billing Party, then a late payment charge will apply to the unpaid balance. The late payment charge will be an amount equal to the charges in **SBC-13STATE**'s interstate access service tariffs.

7.2.7 Backbilling/Backcrediting

7.2.7.1 Backbilling. Charges for all services provided pursuant to this Agreement may be billed by the billing Party for up to nine (9) months after the initial date service was furnished, but in no event shall backbilling pursuant to this Agreement occur for services provided prior to the Effective Date of this Agreement. This Section shall not apply to backbilling that would be appropriate where changes are not evident other than through an audit pursuant to "Verification Reviews" provisions of this Agreement.

7.2.7.2 Backcredits. Either Party may request credit for any billing by the other Party pursuant to this Agreement up to nine (9) months after the date of the bill on which the service or Facility was billed, but in no event shall such requests pursuant to this Agreement occur for services provided prior to the Effective Date of this Agreement. Any such request will be in writing and contain sufficient detail to allow the other Party to properly investigate the request. If the request for credit leads to a billing dispute, such dispute shall be handled in accordance with Section 17. This Section 7.2.7.2 shall not apply to requests for credit in the following situations: when the true-ups are provided for in this Agreement, or where changes are

not evident other than through an “Verification Reviews” pursuant to Audits provisions of this Agreement.

7.2.7.3 Tariffed Items. Where charges specifically refer to tariffed charges, then those tariffed charges and those alone shall be deemed amended to conform to any modifications that may hereafter occur to the tariff rates for such equivalent Facilities and arrangements. Such amendments shall become effective upon the effective date of tariff modification.

7.3 Miscellaneous Nonrecurring Charges

7.3.1 Maintenance of Service Charge

7.3.1.1 SPCS obtains from **SBC-13STATE** Interconnection Facilities. The maintenance of these Facilities by **SBC-13STATE**, via this contract, requires isolation of both **SBC-13STATE**'s and SPCS's equipment and Facilities for testing purposes. Both **SBC-13STATE** and SPCS believe that because each is a responsible and regulated communications common carrier, each should be responsible for isolating and clearing troubles on its own system.

7.3.1.2 SPCS and **SBC-13STATE** recognize that maintenance charges need not be applied if each carries out its proper function and has therefore agreed to implement, on a trial basis, a procedure which will eliminate these charges.

7.3.1.3 Under this procedure when discovering trouble in its service, **SBC-13STATE** or SPCS will respond to the trouble reported by isolating the problem to its own or the other's system. Each will clear the trouble in its own system prior to handing off the trouble to the other. However, if either Party feels that the other is abusing the trouble reporting system and causing the other unreasonable or inordinate time and expense to find troubles which are ultimately determined to be in the reporting Party's system, the aggrieved Party may institute a maintenance charge, in accordance with the following procedure.

7.3.1.4 Should one Party believe that the other is not carrying out its responsibilities to isolate and clear troubles on its own system prior to reporting troubles to the other, the aggrieved Party should notify the other in writing that the accepted trouble reporting practices and procedures are being abused, with specific illustration of the abuse, and that the aggrieved Party intends to invoke this provision to authorize the Parties to assess maintenance charges where appropriate.

- 7.3.1.5 Upon receipt of the written notice by the other Party, both Parties will meet as soon as possible to review the problem and take corrective action.
- 7.3.1.6 If the Parties are unable to resolve the dispute, the aggrieved Party will give written notice that it intends to invoke this provision by a specific date, but not less than ten (10) Days from the date of such notice.
- 7.3.2 Charges for miscellaneous other items such as Service Establishment, Change in Service Arrangement, Changes in Trunk interfaces, Additional Engineering, Additional Labor Charges, Access Order Charge, Design Change Charge, Service Date Change Charge, ACNA, Billing Account Number (BAN) and Circuit Identification Change Charges are governed by **SBC-13STATE**'s applicable interstate Access Services tariff.

8. NETWORK MAINTENANCE AND MANAGEMENT

- 8.1 The Parties will work cooperatively to install and maintain a reliable network. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government, *etc.*) to achieve this desired reliability, subject to the confidentiality provisions herein. **SBC-13STATE** will provide non-discriminatory maintenance intervals that are consistent with the like type services which it provides to itself.
- 8.2 Network Management Controls
 - 8.2.1 Each Party shall provide a 24-hour contact number for network traffic management issues to the other's surveillance management center. A FAX number must also be provided to facilitate notifications for planned mass calling events.
 - 8.2.2 Any Party may use or request protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic to or from each other's network, when required to protect the public switched network from congestion due to Facility failures, switch congestion, or failure or focused overload. The Parties will immediately notify each other of any protective control action planned or executed.
 - 8.2.3 Where the capability exists, originating or terminating traffic reroutes may be implemented by any Party to temporarily relieve network congestion due to Facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal Trunk servicing. Expansive controls will only be used when the Parties mutually agree.

- 8.2.4 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, in order to prevent or mitigate the impact of these events on the public switched network.
- 8.2.5 Carrier shall acknowledge calls in accordance with the following protocols.
 - 8.2.5.1 Carrier will provide a voice intercept announcement or distinctive tone signals to the calling party when a call is directed to a number that is not assigned by Carrier.
 - 8.2.5.2 Carrier will provide a voice announcement or distinctive tone signals to the calling party when a call has been received and accepted by Carrier's MSC.
 - 8.2.5.3 Carrier and **SBC-13STATE** will work cooperatively to install and maintain a reliable network. Carrier and **SBC-13STATE** will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government and such other information as the Parties shall mutually agree) to achieve this desired reliability.
- 8.2.6 When Carrier's MSC is not able to complete calls because of a malfunction in the MSC or other equipment, Carrier will either divert the call to its operator, or provide a recorded announcement to the calling party advising that the call cannot be completed.
- 8.2.7 Carrier will provide supervisory tones or voice announcements to the calling party on all calls, consistent with standard telephone industry practices.
- 8.2.8 Neither Party will use any service provided under this Agreement in a manner that interferes with third parties in the use of their service, prevents third parties from using their service, impairs the quality of service to other carriers or to either Party's End User Customers. Either Party will provide the other Party immediate notice of said impairment.
- 8.2.9 The characteristics and methods of operation of any circuits, facilities or equipment of either Party or that of a third party in conjunction with either Party's facilities, shall not materially interfere with or impair service over any facilities of the other Party, its Affiliate companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carrier over their facilities or create electrical hazards to the employees of any of them or the public, or malfunction of either Party's billing equipment. If either Party causes an Impairment of Service, as set forth in this Section, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem. The Impaired Party shall advise the Impairing

Party that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, the Impaired Party may temporarily discontinue use of the affected circuit, facility or equipment.

8.3 Law Enforcement and Civil Process

8.3.1 **SBC-13STATE** and SPCS shall handle law enforcement requests as follows:

8.3.1.1 Intercept Devices

8.3.1.1.1 Local and federal law enforcement agencies may request information or assistance from the Parties. When either Party receives a request associated with a End User Customer of the other Party, it shall refer such request to the Party that serves such End User Customer, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's facilities, in which case that Party shall comply with any valid request.

8.3.1.2 Subpoenas

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

8.3.2 Law Enforcement Emergencies

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

9. NUMBERING ISSUES

- 9.1 It shall be the responsibility of each Party to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NPA-NXXs at all times. Neither **SBC-13STATE** nor Carrier shall charge each other for changes to switch routing software necessitated by the opening of NPAs or NXXs. If either Party is authorized to recover its costs for changes to switch routing software necessitated by the opening of NPAs or NXXs, the Parties shall reimburse each other's costs according to such authorization.
- 9.2 The Parties shall comply with Central Office Code Assignment Guidelines, as currently specified in INC 95-0407-008, in performing the electronic input of their respective number assignment information into the Routing Database System.
- 9.3 To the extent that the Carrier's dedicated NPA-NXX resides at a point in **SBC-13STATE** network, then the Parties shall cooperate to reassign the routing V&H Coordinate and the Common Language Location Identifier ("CLLI") of dedicated NPA-NXX(s) from **SBC-13STATE**'s Tandems to points within Carrier's network as designated by Carrier. Carrier agrees that it shall use best efforts to complete the reassignment of its dedicated NPA-NXX(s) into its network. The Parties agree to cooperate in order to complete the transfer of all codes no later than the end of twelve months from the Effective Date. Until an NPA-NXX is reassigned, it will continue to be assigned to **SBC-13STATE**'s network as shown in the LERG.
- 9.4 **SBC-13STATE** will forward a confirmation to Carrier in response to Carrier's request to add Carrier's NPA-NXXs to Trunk Groups, when Carrier submits such a request accompanied by an ASR without service and using the NPA-NXX field of the ASR translation questionnaire. This NPA-NXX installation request will be treated as a no-charge order.
- 9.5 Both Parties will provide switch translations and billing contact points regarding the establishment of or modification to full number blocks.
- 9.6 Number Portability. The Parties agree to implement PNP, in compliance with FCC or Commission orders, within and between their networks as soon as technically feasible, but no later than the schedule established by the FCC or the Commission.
- 9.7 Dialing Parity. **SBC-13STATE** agrees that local dialing parity will be available to SPCS in accordance with the Act.

10. UNBUNDLED NETWORK ELEMENTS

- 10.1 In its Triennial Review, the FCC is currently evaluating the availability of unbundled network elements (UNEs) to carriers of wireless telecommunications services ("CMRS carriers") (CC Docket 01-338, paragraphs 12, 37 and 38, released December 20, 2001). Utilizing the procedure set forth in Section 10.2 and the

Intervening Law provision of this Agreement, upon a legally binding order in the Triennial Review docket (the “Triennial Review Order”), the Parties agree to negotiate an Appendix UNE, if applicable (which Appendix UNE shall comply with the rulings and standards set forth in the Triennial Review Order and shall be part of the Agreement), subject to Section 10.2 and the Intervening Law provision of this Agreement. Neither Party waives any of its rights, remedies or arguments with respect to UNEs, including, but not limited to, the right to seek legal review of the Triennial Review Order and/or its rights thereunder. Where technically feasible, **SBC-13STATE** will offer in the negotiated Appendix UNE, on just, reasonable, and nondiscriminatory terms, those UNEs specifically identified and defined by the FCC, as applicable in the State to CMRS providers pursuant to the legally binding Triennial Review Order, including SPCS. “Legally binding” means that the legal ruling has not been stayed, no request for a stay is pending, and if any deadline for requesting a stay is designated by statute or regulation, it has passed.

10.2 **SBC-13STATE**'s provision of UNEs, if any, shall be subject to federal law, including but not limited to the applicable provisions of the Act (including but not limited to, Section 251(d)), and the FCC's Triennial Review, CC Docket 01-338. By entering into this Agreement, or any Amendment or Appendix to this Agreement, which may make available certain UNEs to SPCS, neither Party waives any of its rights arising pursuant to the Intervening Law provision of this Agreement or the Orders recited therein, including but not limited to each Party's right to dispute whether any UNEs identified in the Agreement must be provided under Section 251(c)(3) and Section 251(d) of the Act, and under this Agreement. In that regard, and without limitation, in the event that the FCC, a State regulatory agency or a court of competent jurisdiction in any proceeding finds, rules or otherwise orders any of the UNEs that may be provided pursuant to this Agreement do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed upon Written Notice of either Party, as provided in the Intervening Law provision of this Agreement, and the Intervening Law procedures shall apply.

11. **VERIFICATION REVIEWS**

11.1 Each Party will be responsible for the accuracy and quality of its data as submitted to the other Party. At its own expense and upon reasonable written notice, each Party or its authorized representative (providing such authorized representative does not have a conflict of interest related to other matters before one of the Parties) (the “Auditing Party”) shall have the right to conduct a review and verification of the other Party (the “Audited Party”), which verification review shall be limited to the sole purpose of evaluating (i) the accuracy of Audited Party's billing and invoicing of the services provided hereunder and (ii) verification of compliance with any provision of this Agreement that affects the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. This includes on-site verification reviews at the other Party's or the Party's vendor locations.

11.2 After the initial year of this Agreement verification reviews will normally be conducted on an annual basis with provision for staged reviews, as mutually agreed,

so that all subject matters are not required to be reviewed at the same time. Follow up reviews will be permitted on a reasonable time schedule between annual reviews where significant deviations are found.

- 11.3 The review will consist of an examination and verification of data involving records, systems, procedures and other information related to the services performed by either Party as related to settlement charges or payments made in connection with this Agreement as determined by either Party to be reasonably required. Each Party, whether or not in connection with an on-site verification review, shall maintain reasonable records for a minimum of twenty-four (24) months and provide the other Party with reasonable access to such information as is necessary to determine amounts receivable or payable under this Agreement.
- 11.4 The Parties' right to access information for verification review purposes is limited to data not in excess of twenty-four (24) months in age. Once specific data has been reviewed and verified, it is unavailable for future reviews. Any items not reconciled at the end of a review will, however, be subject to a follow-up review effort. Any retroactive adjustments required subsequent to previously reviewed and verified data will also be subject to follow-up review. Information of either Party involved with a verification review shall be subject to the confidentiality provisions of this Agreement.
- 11.5 The Party requesting a verification review shall fully bear its costs associated with conducting a review. The Party being reviewed will provide access to required information, as outlined in this Section, at no charge to the reviewing Party. Should the reviewing Party request information or assistance beyond that reasonably required to conduct such a review, the Party being reviewed may, at its option, decline to comply with such request or may bill actual costs incurred in complying subsequent to the concurrence of the reviewing Party.
- 11.6 If any audit confirms any undercharge or overcharge, then the Audited Party will (i) for any overpayment, promptly correct any billing error, including making refund of any overpayment by the Auditing Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of or failure to act by the audited Party, immediately compensate the Auditing Party for such undercharge, in each case with interest at the lesser of (a) one and one-half percent (1½%) per month, or (b) the highest rate of interest that may be charged under Applicable Law, compounded daily, for the number of Days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available, as the case may be.

12. LIMITATION OF LIABILITY

- 12.1 Except for indemnity obligations expressly set forth herein or as otherwise provided in specific appendices, each Party's liability to the other Party for any Loss relating to or arising out of such Party's performance under this Agreement (including any negligent act or omission, whether willful or inadvertent), whether in contract, tort or otherwise, including alleged breaches of this Agreement and causes of action alleged to arise from

allegations that breach of this Agreement also constitute a violation of a statute (including the Act), shall not exceed in total the amount **SBC-13STATE** or Carrier has charged or would have charged to the other Party for the affected Interconnection, Network Elements, functions, Facilities, products and/or service(s) that were not performed or did not function or were improperly performed or improperly functioned.

- 12.2 Except as otherwise expressly provided in specific appendices, in the case of any Loss alleged or Claimed by a third party to have arisen out of the negligence or willful misconduct of both Parties, each Party shall bear, and its obligation shall be limited to, that portion (as mutually agreed to by the Parties or as otherwise established) of the resulting expense caused by its own negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it.
- 12.3 A Party may, in its sole discretion, provide in its tariffs and/or contracts with its End User Customers or third parties that relate to any Interconnection, Network Elements, functions, Facilities, products and services provided or contemplated under this Agreement that, to the maximum extent permitted by Applicable Law, such Party shall not be liable to such End User Customer or third party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged the End User Customer or third party for the Interconnection, Network Elements, functions, facilities, products and services that gave rise to such Loss and (ii) any Consequential Damages. If a Party elects not to place in its tariffs or contracts such limitation(s) of liability, and the other Party incurs a Loss as a result thereof, the first Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and/or contracts the limitation(s) of liability described in this Section 12.3.
- 12.4 Neither Carrier nor **SBC-13STATE** shall be liable to the other Party for any Consequential Damages suffered by the other Party, regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including negligence of any kind, whether active or passive (and including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement constitutes a violation of the Act or other statute), and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions; provided that the foregoing shall not limit a Party's obligation under Section 13 to indemnify, defend, and hold the other Party harmless against any amounts payable to a third party, including any Losses, and Consequential Damages of such third party; PROVIDED, HOWEVER, THAT NOTHING IN THIS SECTION 12.4 SHALL IMPOSE INDEMNITY OBLIGATIONS ON A PARTY FOR ANY LOSS OR CONSEQUENTIAL DAMAGES SUFFERED BY THAT PARTY'S END USER CUSTOMER IN CONNECTION WITH ANY AFFECTED INTERCONNECTION, NETWORK ELEMENTS, FUNCTION, FACILITIES, PRODUCTS AND SERVICES. EXCEPT AS PROVIDED IN THE PRIOR SENTENCE, EACH PARTY ("INDEMNIFYING PARTY") HEREBY RELEASES AND HOLDS HARMLESS THE OTHER PARTY ("INDEMNITEE") (AND INDEMNITEE'S AFFILIATES, AND INDEMNITEE'S AND INDEMNITEE'S AFFILIATES' RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND

AGENTS) AGAINST ANY LOSS OR CLAIM MADE BY THE INDEMNIFYING PARTY'S END USER CUSTOMER.

- 12.5 If Carrier provides access to 911 service to **SBC-13STATE** End User Customers, Carrier shall not be liable to **SBC-13STATE**, its End User Customer or any other Person for any Loss alleged to arise out of the provision of such access to 911 service or any errors, interruptions, defects, failures or malfunctions of such 911 service.
- 12.6 This Section 12 is not intended to exempt any Party from all liability under this Agreement, but only to set forth the scope of agreed liability and the type of damages that are recoverable. The Parties acknowledge that the above limitation of liability provisions are negotiated and alternate limitation of liability provisions would have altered the cost, and thus the price, of providing the Interconnection, Network Elements, functions, Facilities, products and services available hereunder, and no different pricing reflecting different costs and different limits of liability were agreed.
- 12.7 **SBC-13STATE** shall not be liable for damages to an End User Customer's premises resulting from the furnishing of any Interconnection, Network Elements, functions, Facilities, products or services, including, if applicable, the installation and removal of equipment and associated wiring, unless the damage is caused by **SBC-13STATE**'s gross negligence or willful misconduct. **SBC-13STATE** does not guarantee or make any warranty with respect to Interconnection, Network Elements, functions, Facilities, products or services when used in an explosive atmosphere.

13. INDEMNITY

- 13.1 Except as otherwise expressly provided herein or in specific appendices, each Party shall be responsible only for the Interconnection, Network Elements, functions, products, Facilities, and services which are provided by that Party, its authorized agents, subcontractors, or others retained by such Parties, and neither Party shall bear any responsibility for the Interconnection, Network Elements, functions, Facilities, products and services provided by the other Party, its agents, subcontractors, or others retained by such Parties.
- 13.2 Except as otherwise expressly provided herein or in specific appendices, and to the extent not prohibited by Applicable Law and not otherwise controlled by tariff, each Party (the "Indemnifying Party") shall release, defend and indemnify the other Party (the "Indemnified Party") and hold such Indemnified Party harmless against any Loss to a third party arising out of the negligence or willful misconduct ("Fault") of such Indemnifying Party, its agents, its End User Customers, contractors, or others retained by such Parties, in connection with the Indemnifying Party's provision of Interconnection, Network Elements, functions, Facilities, products and services under this Agreement; provided, however, that (i) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (ii) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (iii) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract.

- 13.3 In the case of any Loss alleged or claimed by a End User Customer of either Party, the Party whose End User Customer alleged or claimed such Loss (the "Indemnifying Party") shall defend and indemnify the other Party (the "Indemnified Party") against any and all such Claims or Losses by such End User Customer regardless of whether the underlying Interconnection, Network Elements, function, Facilities, product or service giving rise to such Claim or Loss was provided or provisioned by the Indemnified Party, unless the Claim or Loss was caused by the gross negligence or willful misconduct of the Indemnified Party.
- 13.4 A Party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other Party ("Indemnified Party") against any Claim or Loss arising from the Indemnifying Party's use of Interconnection, functions, Facilities, products and services provided under this Agreement involving:
 - 13.4.1 Any Claim or Loss arising from such Indemnifying Party's use of Interconnection, Network Elements, functions, Facilities, products and services offered under this Agreement, involving any Claim for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party's or its End User Customer's use.
 - 13.4.1.1 The foregoing includes any Claims or Losses arising from disclosure of any End User Customer-specific information associated with either the originating or terminating numbers used to provision Interconnection, Network Elements, functions, Facilities, products or services provided hereunder and all other Claims arising out of any act or omission of the End User Customer in the course of using any Interconnection, Network Elements, functions, Facilities, products or services provided pursuant to this Agreement.
 - 13.4.1.2 The foregoing includes any Losses arising from Claims for actual or alleged infringement of any Intellectual Property right of a third party to the extent that such Loss arises from an Indemnifying Party's or an Indemnifying Party's End User Customer's use of Interconnection, Network Elements, functions, Facilities, products or services provided under this Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply:
 - 13.4.1.2.1 where an Indemnified Party or its End User Customer modifies Interconnection, Network Elements, functions, Facilities, products or services provided under this Agreement; and
 - 13.4.1.2.2 no infringement would have occurred without such modification.
 - 13.4.2 Any and all penalties imposed on either Party because of the Indemnifying Party's failure to comply with the Communications Assistance to Law Enforcement Act of 1994 (CALEA); provided that the Indemnifying Party

shall also, at its sole cost and expense, pay any amounts necessary to modify or replace any equipment, Facilities or services provided to the Indemnified Party under this Agreement to ensure that such equipment, Facilities and services fully comply with CALEA.

13.5 Carrier shall reimburse **SBC-13STATE** for damages to **SBC-13STATE**'s Facilities utilized to provide Interconnection hereunder caused by the negligence or willful act of Carrier, its agents or subcontractors or Carrier's End User Customer or resulting from Carrier's improper use of **SBC-13STATE**'s Facilities, or due to malfunction of any Facilities, functions, products, services or equipment provided by any Person or entity other than **SBC-13STATE**. Upon reimbursement for damages, **SBC-13STATE** will cooperate with Carrier in prosecuting a Claim against the Person causing such damage. Carrier shall be subrogated to the right of recovery by **SBC-13STATE** for the damages to the extent of such payment.

13.6 Indemnification Procedures

- 13.6.1 Whenever a Claim shall give rise to indemnification obligations under this Section 13, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request in writing the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim.
- 13.6.2 The Indemnifying Party shall have the right to defend against such liability or assertion, in which event the Indemnifying Party shall give written notice to the Indemnified Party of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party.
- 13.6.3 Until such time as Indemnifying Party provides written notice of acceptance of the defense of such Claim, the Indemnified Party shall defend such Claim, at the reasonable expense of the Indemnifying Party, subject to any right of the Indemnifying Party to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such Claim.
- 13.6.4 Upon accepting the defense, the Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such Claims, subject to consultation with the Indemnified Party. So long as the Indemnifying Party is controlling and conducting the defense, the Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement.
- 13.6.5 At any time, an Indemnified Party shall have the right to refuse a compromise or settlement, and, at such refusing Party's cost, to take over such defense; provided that, in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the refusing Party against, any cost or liability in excess of such refused compromise or settlement.

- 13.6.6 With respect to any defense accepted by the Indemnifying Party, the Indemnified Party will be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnified Party, and shall also be entitled to employ separate counsel for such defense at such Indemnified Party's expense.
- 13.6.7 If the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party.
- 13.6.8 In the event of a failure to assume the defense, the Indemnified Party may negotiate a settlement, which shall be presented to the Indemnifying Party. If the Indemnifying Party refuses to agree to the presented settlement, the Indemnifying Party may take over the defense. If the Indemnifying Party refuses to agree to the presented settlement and refuses to take over the defense, the Indemnifying Party shall be liable for any reasonable cash settlement not involving any admission of liability by the Indemnifying Party, though such settlement may have been made by the Indemnified Party without approval of the Indemnifying Party, it being the Parties' intent that no settlement involving a non-monetary concession by the Indemnifying Party, including an admission of liability by such Party, shall take effect without the written approval of the Indemnifying Party.
- 13.6.9 Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim and the relevant records of each Party shall be available to the other Party with respect to any such defense, subject to the restrictions and limitations set forth in Section 15, "Confidentiality".

14. INTELLECTUAL PROPERTY

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

15. CONFIDENTIALITY

- 15.1 Both Parties agree to protect proprietary information received from the other ("Proprietary Information") in accordance with the provisions of Section 222 of the Act.
- 15.2 Unless otherwise agreed, the obligations of confidentiality and non-use do not apply to such Proprietary Information that:
 - 15.2.1 Was at the time of receipt, already known to the Party receiving the Proprietary Information (the "Receiving Party"), free of any obligation to keep confidential

and evidenced by written records prepared prior to delivery by the Party disclosing the Proprietary Information (the “Disclosing Party”); or

- 15.2.2 Is, or becomes publicly known through no wrongful act of the Receiving Party; or
- 15.2.3 Is rightfully received from a third party having no direct or indirect secrecy or confidentiality obligation to the Disclosing Party with respect to such information, provided that such Receiving Party has exercised commercially reasonable efforts to determine whether such third party has any such obligation; or
- 15.2.4 Is independently developed by an agent, employee representative or Affiliate of the Receiving Party and such Party is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the Proprietary Information; or
- 15.2.5 Is disclosed to a third party by the Disclosing Party without similar restrictions on such third party's rights; or
- 15.2.6 Is approved for release by written authorization of the Disclosing Party, but only to the extent of the authorization granted; or
- 15.2.7 Is required to be made public or disclosed by the Receiving Party pursuant to Applicable Law or regulation or court order or lawful process.

16. PUBLICITY

- 16.1 The Parties agree not to use in any advertising or sales promotion, press release or other publicity matter any endorsement, direct or indirect quote, or picture implying endorsement by the other Party or any of its employees without such Party's prior written approval. The Parties will submit to each other for written approval, and obtain such approval, prior to publication, all publicity matters that mention or display one another's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied.
- 16.2 Neither Party will offer any services using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of the other Party or its affiliates without the other Party's written authorization.

17. DISPUTE RESOLUTION

17.1 Finality of Disputes

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

17.2 Alternative to Litigation

17.2.1 The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, the Parties agree to use the following dispute resolution procedures (“Dispute Resolution”) with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

17.3 Commencing Dispute Resolution

17.3.1 Dispute Resolution shall commence upon the sending from one Party to the other of written notice of a controversy or claim arising out of or relating to this Agreement or its breach. No Party may pursue any claim unless such written notice has first been given to the other Party.

17.4 Informal Resolution of Disputes

17.4.1 When such written notice has been given, as required by Section 17.3.1, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative Dispute Resolution such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

17.5 Formal Dispute Resolution

17.5.1 If the Parties are unable to resolve the dispute through the informal procedure described above in Section 17.4, then either Party may invoke the following formal Dispute Resolution. Unless agreed upon by the Parties, formal Dispute Resolution described below, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) days after the date of the letter initiating Dispute Resolution under Section 17.3.1.

17.5.2 Claims Subject to Mandatory Arbitration. The following claims, if not settled through informal Dispute Resolution, will be subject to mandatory arbitration pursuant to Section 17.6 below.

17.5.2.1 All unresolved billing disputes involving amounts (whether billed by SPCS to SBC-13STATE or SBC-13STATE to SPCS) equal to or less than one (1) percent of the amounts billed to SPCS by SBC-13STATE under this Agreement during the calendar year in which

the dispute arises. For any calendar year in which the billing Party does not issue a bill to the billed Party each month, the Parties, in determining whether this Section applies, will annualize the bills issued for that calendar year.

17.5.2.2 Determination of the Originating Landline to CMRS Switch Access traffic percentage pursuant to Section 6.3.3.3(d).

17.5.3 Claims Subject to Elective Arbitration. Except as otherwise expressly provided in the Agreement, unresolved claims not described in Section 17.5.2 will be subject to arbitration if, and only if, the claim is not settled through informal Dispute Resolution and both Parties agree to arbitration. If both Parties do not agree to arbitration, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanism.

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

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

17.5.4.2 Actions to compel compliance with the Dispute Resolution process.

17.5.4.3 All claims arising under federal or state statute(s), including, but not limited to, antitrust claims.

17.6 Arbitration

17.6.1 Disputes subject to mandatory or elective arbitration under the provisions of this Agreement will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. Each arbitration will be held in Appendix-Arbitration Location (Wireless), unless the Parties agree otherwise. The arbitration hearing will be requested to commence within sixty (60) days of the demand for arbitration. The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all disputes. The arbitrator will have no authority to award punitive damages, exemplary damages, consequential damages, multiple damages, or any other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of

the Agreement. The arbitrator shall be knowledgeable of telecommunications issues. The times specified in this Section may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures, including attorneys' fees. The Parties will equally split the fees of the arbitration and the arbitrator. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

17.7 Resolution of Billing Disputes

17.7.1 The following provisions apply specifically to the resolution of billing disputes.

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

17.7.1.1.1 Interest will be paid by the billing Party on any amounts paid in excess of the amount found to be due according to the Dispute Resolution.

17.7.1.1.2 Payments made in excess of the amount found to be due according to the Dispute Resolution will be reimbursed by the billing Party.

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

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

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

18. INTERVENING LAW

18.1 This Agreement is the result of negotiations between the Parties and may incorporate certain provisions that resulted from arbitration by the appropriate STATE Commission(s). In entering into this Agreement, the Parties acknowledge and agree that on May 24, 2002, the D.C. Circuit issued its decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("USTA decision"), in which the Court granted the petitions for review of the Federal Communications Commission's ("FCC") Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98 (FCC 99-238) ("the UNE Remand Order") and the FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (FCC 99-355) (rel. Dec. 9, 1999) ("the

Line Sharing Order"), and vacated and remanded the Line Sharing and UNE Remand Orders in accordance with the decision. In addition, the FCC adopted its Triennial Review Order 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). Moreover, on January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Bd.*, 525 U.S. 366 (1999) (and on remand, *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000)) and *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999) and on appeal to and remand by the United States Supreme Court, *Verizon v. FCC, et. al.*, 535 U.S. 467 (2002). In addition, on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001) (the "ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002) (all collectively referred to as the "Orders"). 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 Parties also acknowledge and agree that the legality, validity and constitutionality of these statutory sections are the subject of litigation in *Voices for Choices, et al. v. Illinois Bell Telephone Company, et al.*, Case No. 03-C-3290 (N.D. Ill.) pending before Chief Judge Charles Kocoras; and the parties acknowledge and agree that on June 9, 2003, Judge Kocoras enjoined enforcement of these same statutory sections. In entering into this Agreement, the Parties acknowledge and agree that the provisions set forth in this Agreement are based upon **SBC-13STATE**'s obligations under FCC rules and regulations as they existed prior to their vacatur by the D.C. Circuit in its *USTA* Decision and prior to the ICC's promulgation of rates, terms and conditions pursuant to the Illinois Law. By executing this Agreement and any Amendments to such Agreement and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to the Orders, the Illinois Law and any other federal or state regulatory, legislative or judicial action(s), including but not limited to any legal or equitable rights of review and remedies (including agency reconsideration and court review), and its rights under this Intervening Law paragraph. Notwithstanding anything to the contrary in this Agreement, these rights also include but are not limited to **SBC-13STATE**'s right, to the extent **SBC-13STATE** has not already invoked the FCC ISP terminating compensation in a particular **SBC-13STATE** state in which this Agreement is effective 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-13STATE** 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. If any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other 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/or otherwise affects the rights or obligations of either Party that are addressed by this Agreement, specifically including but not limited to those arising with respect to the Orders, the affected provision(s) shall be

immediately invalidated, modified or stayed as required to effectuate the subject order 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.

19. MISCELLANEOUS PROVISIONS

19.1 Effective Date

19.1.1 The Effective Date of this Agreement (the “Effective Date”) shall be the date the Commission approves this Agreement under Section 252(e) of the Act or, absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act.

19.2 Term and Termination

19.2.1 The Term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on 31st day of November 30, 2004 (the “Term”). This Agreement shall expire if either Party provides written notice, within one hundred-eighty (180) Days prior to the expiration of the Term, to the other Party to the effect that such Party does not intend to extend the Term. Absent the receipt by one Party of such written notice, this Agreement shall remain in full force and effect on and after the expiration of the Term, subject to the provisions of this Section 19.

19.2.2 Notwithstanding any other provision of this Agreement, either Party (at its sole discretion) may terminate this Agreement, and the provision of Interconnection and services, in the event the other Party (1) fails to perform a material obligation or breaches a material term of this Agreement and (2) fails to cure such nonperformance or breach within forty-five (45) Days after written notice thereof. Should the nonperforming or breaching Party fail to cure within forty-five (45) Days after such written notice, the noticing Party may thereafter terminate this Agreement immediately upon delivery of a written termination notice.

19.2.3 If pursuant to Section 19.2.1, this Agreement continues in full force and effect after the expiration of the Term, either Party may terminate this Agreement after delivering written notice to the other Party of its intention to terminate this Agreement, subject to Sections 19.2.4 and 19.2.5. Neither Party shall have any liability to the other Party for termination of this Agreement pursuant to this Section 19.2.3 other than its obligations under Sections 19.2.4 and 19.2.5.

19.2.4 Upon termination or expiration of this Agreement in accordance with Sections 19.2.1, 19.2.2 or 19.2.3:

19.2.4.1 Each Party shall continue to comply with its obligations set forth in Section 19.9, “Survival of Obligations”; and

19.2.4.2 Each Party shall promptly pay all amounts owed under this Agreement, subject to Section 17, “Dispute Resolution”.

19.2.5 If **SBC-13STATE** serves notice of expiration or termination pursuant to Section 19.2.1 or Section 19.2.3, Carrier shall provide **SBC-13STATE** written confirmation, within ten (10) Days, that Carrier either wishes to (1) commence negotiations with **SBC-13STATE**, or adopt an agreement, under Sections 251/252 of the Act, or (2) terminate its agreement. Carrier shall identify the action to be taken for each affected agreement identified in **SBC-13STATE**’s notice.

19.2.6 If Carrier serves notice of expiration or termination pursuant to Section 19.2.1 or Section 19.2.3, and also wishes to pursue a successor agreement with **SBC-13STATE**, Carrier shall include a written request to commence negotiations with **SBC-13STATE**, or adopt an agreement, under Sections 251/252 of the Act and identify which state(s) the successor agreement will cover. Upon receipt of Carrier’s Section 252(a)(1) request, the Parties shall commence good faith negotiations on a successor agreement.

19.2.7 The rates, terms and conditions of this Agreement shall continue in full force and effect until the earlier of (i) the effective date of its successor agreement, whether such successor agreement is established via negotiation, arbitration or pursuant to Section 252(i) of the Act; or (ii) the date that is ten (10) months after the date on which **SBC-13STATE** received Carrier’s Section 252(a)(1) request, at which time the Agreement shall terminate without further notice.

19.2.8 If at any time during the Section 252(a)(1) negotiation process (prior to or after the expiration date or termination date of this Agreement), Carrier withdraws its Section 252(a)(1) request, Carrier must include in its notice of withdrawal a request to adopt a successor agreement under Section 252(i) of the Act or affirmatively state that Carrier does not wish to pursue a successor agreement with **SBC-13STATE** for a given state. The rates, terms and conditions of this Agreement shall continue in full force and effect until the later of: 1) the expiration of the Term of this Agreement, or 2) the expiration of ninety (90) Days after the date Carrier serves notice of withdrawal of its Section 252(a)(1) request. If the Term of this Agreement has expired, on the earlier of (i) the ninety-first (91st) Day following **SBC-13STATE** receipt of Carriers notice of withdrawal of its Section 252(a)(1) request or (ii) the effective date of the agreement following approval by the Commission of the adoption of an agreement under 252(i), the Parties shall, have no further

obligations under this Agreement except those set forth in Section 19.2.4 of this Agreement.

19.2.9 If Carrier does not affirmatively state that it wishes to pursue a successor agreement with **SBC-13STATE** as provided in Section 19.2.4.1 or Section 19.2.4.2 above, then the rates, terms and conditions of this Agreement shall continue in full force and effect until the later of 1) the expiration of the Term of this Agreement, or 2) the expiration of ninety (90) Days after the date Carrier provided or received notice of expiration or termination. Thereafter, the Parties shall have no further obligations under this Agreement except as provided in Section 19.2.4 above.

19.2.10 In the event of expiration or termination of this Agreement when there is no successor agreement between **SBC-13STATE** and Carrier, **SBC-13STATE** and Carrier shall cooperate in good faith to effect an orderly transition of service under this Agreement; provided, Carrier shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End User Customers are transitioned to another Telecommunications Carrier, if applicable.

19.3 Access Carrier Name Abbreviation and Operating Company Number.

19.3.1 The complete list of Carrier's Access Carrier Name Abbreviation (ACNA) codes and Operating Company Number (OCN) that are covered by this Agreement are listed below. Any addition, deletion or change in name associated with these listed ACNA/OCN codes requires notice to **SBC-13STATE**. Notice must be received before orders can be processed under a new or changed ACNA/OCN code.

	<u>ACNA List</u>	<u>OCN</u>
Indiana	MJC, HZC, UBQ	6664, 8446, 6953
Michigan	MJC, HZC, IIP	6664, 8452, 6953, 4659
Wisconsin	MJC, LPL, SWQ, WOW, ROW	6664, 8463, 4014, 4659
Nevada	MJC, LPL, SWQ, WOW, ROW UBQ	6664, 4099
Ohio	MJC, HZC	6664, 8568, 6953
Connecticut	MJC	6664, 4063
Arkansas	MJC, LPL, SWQ, WOW, ROW	6664, 8442, 4014, 6510
Kansas	MJC, LPL, SWQ, WOW, ROW	6664, 8448, 4014
Missouri	MJC, LPL, SWQ, WOW, ROW, IIP	6664, 8454, 4014, 4659
Oklahoma	MJC, LPL, SWQ, WOW, ROW	6664, 8456, 4014, 6510
Texas	MJC, LPL, SWQ, WOW, ROW WEL	6664, 8460, 4014, 6510

19.4 Binding Effect

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

19.5 Assignment

19.5.1 Neither Party may assign, subcontract, or otherwise transfer its rights or obligations under this Agreement except under such terms and conditions as are mutually acceptable to the other Party and with such Party's prior written consent, which consent shall not unreasonably be withheld; provided that either Party may assign its rights and delegate its benefits, and duties and obligations under this Agreement without the consent of the other Party to any legal entity which is an Affiliate of the assigning Party and provided that the assigning Party provides written notice to the other Party of such assignment within a reasonable time of assignment. Nothing in this section is intended to impair the right of either Party to utilize subcontractors.

19.6 Third Party Beneficiaries

19.6.1 This Agreement is for the 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 obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

19.7 Force Majeure

19.7.1 Neither Party shall be liable for any delay or failure in performance of any part of the Agreement (other than an obligation to make money payments) 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, cable cuts, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers. In such event, the Party affected shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations related to the performance so interfered with). The affected Party shall use its best efforts to avoid or remove the cause of non-performance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

19.8 Disclaimer or Warranties

19.8.1 EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES UNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, NEITHER PARTY ASSUMES RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

19.9 Survival of Obligations

19.9.1 The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

19.10 Waiver

19.10.1 The failure of either Party to enforce or insist that the other Party comply with the terms or conditions of this Agreement, or the waiver by either Party in a particular instance of any of the terms or conditions of this Agreement, shall not be construed as a continuing, future or general waiver or relinquishment of the terms, conditions, rights or privileges, but this Agreement shall be and remain at all times in full force and effect.

19.11 Trademarks and Trade Names

19.11.1 Nothing in this Agreement will grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever, absent prior written consent of the other Party.

19.12 General Obligation.

19.12.1 Each Party purchasing services, facilities or other arrangements under this Agreement shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, municipal fees, transfer, transaction or similar taxes, fees, or surcharges (hereinafter "Tax") imposed on, or with respect to, the services, facilities or other arrangements under this Agreement provided by or to such Party, except for (a) any Tax on either Party's corporate existence, status, or income or (b) any corporate franchise Taxes. Whenever possible, Taxes shall be billed as a separate item on the invoice.

19.12.2 With respect to any purchase of services, facilities or other arrangements, if any Tax is required or permitted by Applicable Law to be collected from the purchasing party by the providing party, then: (i) the providing party shall bill the purchasing party for such Tax; (ii) the purchasing party shall remit such Tax to the providing party; and (iii) the providing party shall remit such collected Tax to the applicable taxing authority. Failure to include Taxes on an invoice or to state a Tax separately shall not impair the obligation of the purchasing Party to pay any Tax. Nothing shall prevent the providing Party from paying any Tax to the appropriate taxing authority prior to the time: (1) it bills the purchasing Party for such Tax, or (2) it collects the Tax from the purchasing Party. Notwithstanding anything in this Agreement to the contrary, the purchasing Party shall be liable for and the providing Party may collect Taxes which were assessed by or paid to an appropriate taxing authority within the statute of limitations period but not included on an invoice within four (4) years after the Tax otherwise was owed or due.

19.12.3 With respect to any purchase hereunder of services, facilities or arrangements that are resold to a third party, if any Tax is imposed by Applicable Law on the End User Customer in connection with any such purchase, then: (i) the purchasing party shall be required to impose and/or collect such Tax from the End User Customer; and (ii) the purchasing party shall remit such Tax to the applicable taxing authority. The purchasing party agrees to indemnify and hold harmless the providing party on an after-tax basis for any costs incurred by the providing party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing party due to the failure of the purchasing party to pay or collect and remit such tax to such authority.

19.12.4 If the providing party fails to collect any Tax as required herein, then, as between the providing party and the purchasing party: (i) the purchasing party shall remain liable for such uncollected Tax; and (ii) the providing party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing party fails to pay any taxes properly billed, then, as between the providing party and the purchasing party, the purchasing party will be solely responsible for payment of the taxes, penalty and interest.

19.12.5 If the purchasing party fails to impose and/or collect any Tax from End User Customers as required herein, then, as between the providing party and the purchasing party, the purchasing party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing party has agreed to pay or impose on and/or collect from End User Customers, the purchasing party agrees to indemnify and hold harmless the providing party on an after-tax basis for any costs incurred by the providing party as a result of actions taken by the applicable taxing

authority to collect the Tax from the providing Party due to the failure of the purchasing party to pay or collect and remit such Tax to such authority.

- 19.13 If either Party is audited by a taxing authority or other Governmental Authority, the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.
- 19.14 If Applicable Law excludes or exempts a purchase of services, facilities or other arrangements under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party (a) furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the Applicable Law that both allows such exemption and does not require an exemption certificate; and (b) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any tax, interest, penalties, Loss, cost or expense with respect to forbearing to collect such Tax.
- 19.15 With respect to any Tax or Tax controversy covered by this Section 19.10.1, the purchasing Party is entitled to contest with the imposing jurisdiction, pursuant to Applicable Law and at its own expense, any Tax that it is ultimately obligated to pay or collect. The purchasing Party will ensure that no lien is attached to any asset of the providing Party as a result of any contest. The purchasing Party shall be entitled to the benefit of any refund or recovery of amounts that it had previously paid resulting from such a contest. Amounts previously paid by the providing Party shall be refunded to the providing Party. The providing Party will cooperate in any such contest.
- 19.16 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 19.12 shall be sent in accordance with Section 19.15 hereof.

19.17 Relationship of the Parties

- 19.17.1 This Agreement shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party shall have any authority to bind the other or to act as an agent for the other unless written authority, separate from this Agreement, is provided. Nothing in the Agreement shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein shall be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.
- 19.17.2 Each Party is individually responsible to provide Facilities within its network that are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the

other Party's network in the standard format compatible with **SBC-13STATE**'s network as referenced in Telcordia BOC Notes on LEC Networks Practice No. SR-TSV-002275, and to terminate the traffic it receives in that standard format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.

19.18 Insurance

19.18.1 This Section 19.18 is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a Referenced Instrument. The other Party must be named as an Additional Insured on the Commercial General Liability policy. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance, which may be provided through a program of self-insurance as provided in 19.18.4. Each Party shall require its subcontractors providing services under this Agreement to maintain in force the insurance coverage and limits required under Section 19.18. The Parties agree that companies affording the insurance coverage required under Section 19.18 shall have a rating of B+ or better and a Financial Size Category rating of VII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance coverage. Each Party agrees to provide the other Party with at least thirty (30) Days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein.

19.18.2 If Carrier is not and does not collocate with **SBC-13STATE** during the Term, the following insurance requirements will apply:

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

required for lease agreements; if use of a motor vehicle is required, Automobile liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles.

19.18.3 If at any time during the Term Carrier decides to collocate with **SBC-13STATE**, the following insurance requirements will apply:

19.18.3.1 At all times during the Term, each Party shall keep and maintain in force at its own expense the following minimum insurance coverage and limits and any additional insurance and/or bonds required by Applicable Law: Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$100,000 for Bodily Injury by disease-each employee; Commercial General Liability insurance with minimum limits of: \$10,000,000 General Aggregate limit; \$5,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$10,000,000 Products/Completed Operations Aggregate limit, with a \$5,000,000 each occurrence sub-limit for Products/Completed Operations; Fire Legal Liability sub-limits of \$2,000,000; if use of an automobile is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles.

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

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

19.18.4.2 The Party desiring to satisfy its automobile liability obligations through self-insurance shall submit to the

other Party a copy of the state-issued letter approving self-insurance for automobile liability issued by each state covered by this Agreement; and

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

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

19.18.6 This Section 19.18 is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a Referenced Instrument.

19.19 In the event that Carrier makes any corporate name change (including addition or deletion of a d/b/a), change in OCN/ACNA, or makes or accepts a transfer or assignment of interconnection trunks or facilities (including leased facilities), or a change in any other Carrier identifier (collectively, a "Carrier Change"), Carrier shall submit written notice to **SBC-13STATE** within thirty (30) Days of the first action taken to implement such Carrier Change. A Carrier may make one (1) Carrier Change in any twelve (12) month period without charge by **SBC-13STATE** for updating its databases, systems, and records solely to reflect such Carrier Change. In the event of any other Carrier Change, **SBC-13STATE** reserves the right to seek recovery of the costs associated with updating the applicable **SBC-13STATE** databases, systems, and records to reflect the Carrier Change. Notwithstanding the above, for each Carrier Change the Carrier shall pay any applicable charges associated with recording and otherwise updating any Carrier branding or announcement(s), and any applicable charges associated with any service orders or requests submitted to **SBC-13STATE** to make the Carrier Change.

19.20 Services

19.20.1 Each Party is solely responsible for the services it provides to its End User Customers and to other Telecommunications Carriers.

19.21 Notices

19.21.1 Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally; the next Business Day when sent via express overnight delivery service; five (5) Days after mailing in the case of first class U.S.

Postal Service; or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Notice may also be provided by facsimile, which shall be effective on the next Business Day following the date of transmission as reflected in the facsimile confirmation sheet. Any notice shall be delivered using one of the alternatives mentioned in this Section and shall be directed to the applicable address indicated below or such address as the Party to be notified has designated by giving notice in compliance with this section, except that notices to a Party's twenty-four (24) hour contact number shall be by telephone and/or facsimile and shall be deemed to have been received on the date transmitted.

To **SBC-13STATE:**
Director-Contract Management
311 S. Akard
Four SBC Plaza, 9TH Floor
Dallas, TX 75202
Fax: 214-464-2006

To SPCS:
Law and External Affairs
Sprint PCS
6391 Sprint Parkway
MS: KSOPHT0101-Z2060
Overland Park, KS 66251

Copy to:
Manager-Carrier and Interconnection Management
Sprint PCS
6450 Sprint Parkway
MS: KSOPHN0212
Overland Park, KS 66251

24 Hour Network Management Contact:
SBC Pacific Bell: 1-800-922-7742
SBC-MIDWEST REGION 5-STATE: 1-800-621-5087
SNET: 1-800-422-8000
SWBT: 1-800-945-4333

SPCS: 888-859-1400

19.21.2 Either Party may unilaterally change its designated contact, address, telephone number and/or facsimile number for the receipt of notices by giving written notice to the other Party in compliance with this Section. Any notice to change the designated contact, address, telephone and/or facsimile number for the receipt of notices shall be deemed effective ten (10) Days following receipt by the other Party.

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

19.22 Accessible Letters.

19.22.1 **SBC-13STATE** will communicate official information to Carrier via **SBC-13STATE**'s Accessible Letter e-mail notification process. This process covers a variety of subjects, including updates on products/services promotions; deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services; and operational issues. Accessible Letter notification will be deemed given as of the earlier of the date of actual receipt and the date set forth on the e-mail receipt. Carrier shall notify **SBC-13STATE** of all e-mail addresses to which Accessible Letter notification is to be sent.

19.23 Expenses

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

19.24 Headings

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

19.25 Governing Law

19.25.1 The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties will be governed by the laws of the State except insofar as federal law may control any aspect of this Agreement, in which case federal law will govern.

19.26 Multiple Counterparts

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

19.27 Complete Terms

19.27.1 This Agreement together with its appendices and exhibits constitutes the entire agreement between the Parties and supersedes all prior discussions, representations or oral understandings reached between the Parties regarding the subject matter of this Agreement. Appendices and exhibits referred to herein are deemed attached hereto and incorporated by reference. Neither Party shall be bound by any amendment, modification or additional terms unless it is reduced to writing and signed by an authorized representative of the Party sought to be bound. 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.

19.28 Severability

19.28.1 If any provision of this Agreement is rejected or held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible. The Parties negotiated the terms and conditions of this Agreement for Interconnection and services as a total arrangement and it is intended to be nonseverable.

19.29 Scope of Obligations

19.29.1 Notwithstanding anything to the contrary contained herein, **SBC-13STATE**'s obligations under this Agreement shall apply only to:

19.29.1.1 the specific operating area(s) or portion thereof in which **SBC-13STATE** is then deemed to be the ILEC under the Act (the "ILEC Territory"), the **SBC-13STATE** Territory and assets that **SBC-13STATE** owns or leases and which are used in connection with **SBC-13STATE**'s provision to Carrier of any Interconnection products or services provided or contemplated under this Agreement, the Act or any tariff or ancillary agreement referenced herein.

20. COMPLIANCE AND CERTIFICATION

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

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

21. SUBCONTRACTING

21.1 If either Party retains or engages any subcontractor to perform any of that Party's obligations under this Agreement, each Party will remain fully responsible for the performance of this Agreement in accordance with its

terms, including any obligations either Party performs through subcontractors.

- 21.2 Each Party will be solely responsible for payments due to that Party's subcontractors.
- 21.3 No subcontractor will be deemed a third party beneficiary for any purposes under this Agreement.
- 21.4 No contract, subcontract or other agreement entered into by either Party with any third party in connection with the provision of Interconnection, Network Elements, functions, facilities, products and services hereunder will provide for any indemnity, guarantee or assumption of liability by the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party.
- 21.5 Any subcontractor that gains access to CPNI or Proprietary Information covered by this Agreement shall be required by the subcontracting Party to protect such CPNI or Proprietary Information to the same extent the subcontracting Party is required to protect such CPNI or Proprietary Information under the terms of this Agreement.

22. ENVIRONMENTAL CONTAMINATION

- 22.1 Each Party shall be solely responsible at its own expense for the proper handling, use, removal, excavation, storage, treatment, transport, disposal, or any other management by such Party or any person acting on its behalf of all Hazardous Substances and Environmental Hazards introduced to the affected work location and will perform such activities in accordance with Applicable Law.
- 22.2 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, **SBC-13STATE** shall, at Carrier's request, indemnify, defend, and hold harmless Carrier, each of its officers, directors and employees from and against any losses, damages, costs, fines, penalties and expenses (including reasonable attorneys and consultant's fees) of every kind and nature to the extent they are incurred by any of those parties in connection with a claim, demand, suit, or proceeding for damages, penalties, contribution, injunction, or any other kind of relief that is based upon, arises out of, is caused by, or results from: (i) the removal or disposal from the work location of a Hazardous Substance by **SBC-13STATE** or any person acting on behalf of **SBC-13STATE**, or the subsequent storage, processing, or other handling of such Hazardous Substances after they have been removed from the work location, (ii) the Release of a Hazardous Substance, regardless of its source, by **SBC-13STATE** or any person acting on behalf of **SBC-13STATE**, or (iii) the presence at the work location of an Environmental Hazard for which **SBC-13STATE** is responsible under Applicable Law or a Hazardous Substance introduced into the work location by **SBC-13STATE** or any person acting on behalf of **SBC-13STATE**.
- 22.3 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, Carrier shall, at **SBC-13STATE**'s request, indemnify, defend, and hold harmless **SBC-13STATE**, each of its officers, directors and employees from and against any losses, damages, costs, fines, penalties and expenses (including

reasonable attorney's and consultant's fees) of every kind and nature to the extent they are incurred by any of those parties in connection with a claim, demand, suit, or proceeding for damages, penalties, contribution, injunction, or any other kind of relief that is based upon, arises out of, is caused by, or results from: (i) the removal or disposal of a Hazardous Substance from the work location by Carrier or any person acting on behalf of Carrier, or the subsequent storage, processing, or other handling of such Hazardous Substances after they have been removed from the work location, (ii) the Release of a Hazardous Substance, regardless of its source, by Carrier or any person acting on behalf of Carrier, or (iii) the presence at the work location of an Environmental Hazard for which Carrier is responsible under Applicable Law or a Hazardous Substance introduced into the work location by Carrier or any person acting on behalf of Carrier.

22.4 For the purposes of this agreement, "Hazardous Substances" means 1) any material or substance that is defined or classified as a hazardous substance, hazardous waste, hazardous material, hazardous chemical, pollutant, or contaminant under any federal, state, or local environmental statute, rule, regulation, ordinance or other Applicable Law dealing with the protection of human health or the environment, 2) petroleum, oil, gasoline, natural gas, fuel oil, motor oil, waste oil, diesel fuel, jet fuel, and other petroleum hydrocarbons, or 3) asbestos and asbestos containing material in any form, and 4) any soil, groundwater, air, or other media contaminated with any of the materials or substances described above.

22.5 For the purposes of this agreement, "Environmental Hazard" means 1) the presence of petroleum vapors or other gases in hazardous concentrations in a manhole or other confined space, or conditions reasonably likely to give rise to such concentrations, 2) asbestos containing materials, or 3) any potential hazard that would not be obvious to an individual entering the work location or detectable using work practices standard in the industry.

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

23. REMEDIES

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

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

Sprint Spectrum L.P., a Delaware limited partnership, as agent and general Partner for WirelessCo, L.P. a Delaware limited partnership, and SprintCom, Inc., a Kansas corporation and Cox Communications PCS, L.P. a Delaware limited partnership, and PhillipCO, L.P. a Delaware limited partnership, all foregoing entities jointly d/b/a Sprint PCS

Signature: _____

Name: _____
(Print or Type)

Title: Vice President –External Affairs

Date: _____

Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Wisconsin Bell, Inc. d/b/a SBC Wisconsin, The Southern New England Telephone Company and Southwestern Bell Telephone Company d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma, SBC Texas by SBC Telecommunications, Inc., its authorized agent

Signature: _____

Name: _____

Title: ^{For/} President - Industry Markets

Date: _____

APPENDIX DATA EXCHANGE

1. Pursuant to the procedures described in Multiple Exchange Carrier Access Billing (MECAB) document, MECAB - 006, Issue 6, February 1998, developed by the Alliance for Telecommunications Industry Solutions' (ATIS) Ordering and Billing Forum (OBF), the Parties shall provide to each other the Switched Access Detail Usage Data and the Switched Access Summary Usage Data to bill for jointly provided switched access service, such as switched access Feature Groups B and D. Per the MECAB document the end office company is the Initial Billing Company (IBC) and the Tandem company is the Secondary Billing Company (SBC). As detailed in the MECAB document, the Parties will, in a timely fashion, exchange all information necessary to accurately, reliably and promptly bill Access Service End User Customers for switched access services traffic jointly provided via the meet-point billing arrangement. In addition, the IBC will provide the Summary Usage Record (SUR) to the SBC within 10 working days of the IBC rendering its billing to the Interexchange Carrier (IXC). Information shall be exchanged in Electronic Message Interface (EMI) format, on magnetic tape or via a mutually acceptable electronic file transfer protocol. The Parties agree to exchange the Switched Access Detail Usage Data and the Switched Access Summary Usage Data to each other on a reciprocal, no charge basis. Each party shall provide the other Party the billing name, billing address, and carrier identification ("CIC") of the IXCs that may utilize any portion of either Party's network in a Carrier/LEC MPB arrangement in order to comply with the MPB Notification process as outlined in the MECAB document. The Tandem owner shall provide this information to the End Office carrier except where proprietary restrictions prohibit disclosure. Each Party will be entitled to reject a record that does not contain a CIC code.
2. Carrier shall designate the access Tandem or any other reasonable facilities or points of Interconnection for the purpose of originating or terminating IXC traffic. The Parties will each bill the Access Service End User Customer for their portion of the switched access services as stated in each party's respective access tariff, as applicable, based on the billing percentages as mutually agreed and specified the NECA 4 tariff.
3. The Parties shall undertake all reasonable measures to ensure that the billing percentage and associated information as described in the MECAB document identified in Paragraph I above, are maintained in their respective federal and state access tariffs, as required, until such time as such information will be included in the National Exchange Carrier Association ("NECA") FCC Tariff No. 4.
4. Each Party shall implement the "Multiple Bill/Single Tariff" option described in the MECAB document identified in Paragraph I above, so that each party bills the IXC for its portion of the jointly provided switched access services.

APPENDIX – ARBITRATION LOCATION (WIRELESS)

Arkansas:	Little Rock
Connecticut:	New Haven
Indiana:	Indianapolis
Kansas:	Kansas City
Michigan:	Detroit
Missouri:	St. Louis
Nevada:	Reno
Ohio:	Cleveland
Oklahoma:	Oklahoma City
Texas:	Dallas
Wisconsin:	Milwaukee

APPENDIX – WIRELESS EMERGENCY NUMBER 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 Wireless Emergency Number Service Access provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and Carrier.
- 1.2 Wireless Emergency Number Service Access (“ENSA”) is a service which enables Carrier’s use of **SBC-13STATE** 911 network service elements which **SBC-13STATE** uses in the provision of E911 Universal Emergency Number/ 911 Telecommunications Services, where **SBC-13STATE** is the 911 service provider. Universal Emergency Number/ 911 Telecommunications Service is purchased by E911 Customer from **SBC-13STATE**. Wireless ENSA makes available to Carrier only the service configuration purchased by the E911 Customer from **SBC-13STATE**. **SBC-13STATE** shall provide Wireless ENSA to Carrier as described in this Appendix, in each area in which (i) Carrier is authorized to provide CMRS and (ii) **SBC-13STATE** 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 ENSA is compatible with Carrier’s Phase I and Phase II E911 obligations.
- 1.3 **SBC-13STATE** and Carrier agree that the E911 service is provided for the use of the E911 customer, and recognize the authority of the E911 customer to establish service configurations and grant final approval (or denial) of service configurations or modifications offered by **SBC-13STATE** and Carrier.
- 1.4 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company, Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.5 As used herein, **SBC-13STATE** means the applicable above listed ILEC doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

- 1.6 As used herein, **SBC-AMERITECH** means the applicable above listed ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.7 As used herein, **SBC-PACIFIC** means the applicable above listed ILEC doing business in California.
- 1.8 As used herein, **SBC-NEVADA** means the applicable above listed ILEC doing business in Nevada.
- 1.9 The prices at which **SBC-13STATE** agrees to provide Carrier with E911 Service are contained in Exhibit - Pricing 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 “Automatic Location Identification” or “ALI” means the Automatic Location Identification Database that provides location information to PSAPs as 9-1-1 calls are processed.
- 2.3 “Automatic Location Identification Database” or “ALI Database” means the emergency service (E911) database containing caller information. Caller information may include, but is not limited to, the carrier name, Call Back Number, and Cell Site/Sector Information.
- 2.4 “Automatic Number Identification” or “ANI” means a signaling parameter which refers to the number transmitted through a network identifying a pANI. With respect to 911 and E911, “ANI” means a feature by which the pANI is automatically forwarded to the 911 Selective Routing Switch and to the PSAP Customer Premise Equipment (CPE) for display.
- 2.5 “Call path Associated Signaling” or “CAS” means a wireless 9-1-1 solution set that utilizes the voice transmission path to also deliver the Call Back Number and the caller’s location to the PSAP.
- 2.6 “CAMA” means Centralized Automatic Message Accounting (MF signaling parameter).
- 2.7 “Call Back Number” means the MIN or MDN, whichever is applicable, of an Carrier Wireless End User who has made a 911 Call, which may be used by the PSAP to call back the Carrier Wireless End User if a 911 Call is disconnected, to the extent that it is a valid, dialable number.

2.8 "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.

2.9 "Cell Sector Identifier" means the unique alpha or alpha-numeric designation given to a Cell Sector that identifies that Cell Sector.

2.10 "Cell Site/Sector Information" means information that indicates to the receiver of the information the Cell Site location receiving a 911 Call made by an Carrier's Wireless Customer, and which may also include additional information regarding a Cell Sector.

2.11 "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 Identifier is maintained by NENA in a nationally accessible database.

2.12 "Common Channel Signaling/Signaling System 7 Trunk (CCS/SS7 Trunk or SS7 Signaling)" means a trunk that uses Integrated Services Digital Network User Part (ISUP) signaling to transmit ANI from Carrier's switch to an **SBC-13STATE** 911 Selective Routing Tandem.

2.13 "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 for 911 systems.

2.14 "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.

2.15 "E911 Customer" 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.

2.16 "E911 Service" means an emergency telephone system which includes network switching, database and CPE elements capable of providing Selective Routing, Selective Transfer, Fixed Transfer, ANI and ALI.

2.17 "E911 Trunk" means one-way terminating circuits which provide a trunk-side connection between Carrier's MSC and **SBC-13STATE** 911 Tandem equipped to

provide access to 911 services as technically defined in Bellcore Technical Reference GR145-CORE.

- 2.18 “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).
- 2.19 “Emergency Services” means police, fire, ambulance, rescue, and medical services.
- 2.20 “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 cell site and/or cell sector within a particular geographical area. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency(ies).
- 2.21 INTENTIONALLY LEFT BLANK
- 2.22 “Hybrid CAS” means a **SBC-13STATE** wireless 9-1-1 solution set that utilizes the transmission path to deliver the voice and Call Back Number to the PSAP and a separate transmission path to deliver the callers location information to the PSAP.
- 2.23 “Meet Point” means the demarcation between the **SBC-13STATE** network and the Carrier network.
- 2.23 “Mobile Directory Number” or “MDN” means a 10-digit dialable directory number used to call a Wireless Handset.
- 2.24 “Mobile Identification Number” or “MIN” means a 10-digit number assigned to and stored in a Wireless Handset.
- 2.25 “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.

- 2.26 Non-Call path Associated Signaling (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 Call Back Number and the caller's location to the PSAP.
- 2.27 Phase I – as defined in CC docket 94-102. Phase I data includes the call back number and the associated 911 ALI.
- 2.28 Phase II – as defined in CC docket 94-102 Phase II data includes XY coordinates, confidence factor and certainty.
- 2.29 “Public Safety Answering Point” or “PSAP” means an answering location for 911 calls originating in a given area. The E911 Customer 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.
- 2.30 “Pseudo Automatic Number Identification (pANI)” A ten (10) digit number used to support routing of wireless 9-1-1 calls. It may identify a wireless cell, cell sector or PSAP to which the call should be routed.
- 2.31 “Selective Routing” or “SR” means the routing of a 911 call to the designated PSAP based upon the originating location of the 911 call. Selective routing is controlled by the ESN associated with the originating cell site and/or cell sector.
- 2.32 “Wireless Handset” means the wireless equipment used by a wireless end user to originate wireless calls or to receive wireless calls.

3. SBC-13STATE RESPONSIBILITIES

- 3.1 **SBC-13STATE** 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-13STATE** is the 911 service provider. **SBC-13STATE** shall provide 911 Service to Carrier in areas where Carrier is licensed to provide service and **SBC-13STATE** is the 911 service provider. This shall include the following:
 - 3.2 Call Routing
 - 3.2.1 Carrier will transport 911 calls from each Carrier MSC to the SR office of the E911 system, where **SBC-13STATE** is the 911 network service provider.
 - 3.2.2 **SBC-13STATE** 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-13STATE** is the ALI Database Provider all ALI queries will be directed to the SBC database for ALI lookup.

3.3 Facilities and Trunking

3.3.1 **SBC-13STATE** shall provide and maintain sufficient dedicated E911 circuits from **SBC-13STATE**'s SR's to the PSAP, according to provisions of the applicable state tariff and documented specifications of the E911 Customer.

3.3.2 After receiving Carrier's order, **SBC-13STATE** 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-13STATE** access tariff. Additionally, when diverse facilities are requested by Carrier, **SBC-13STATE** will provide such diversity where technically feasible, at standard tariff rates.

3.3.3 **SBC-13STATE** and Carrier will cooperate to promptly test all trunks and facilities between Carrier's network and the **SBC-13STATE** SR(s).

3.3.4 **SBC-13STATE** 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 13-STATE** is the 911 Service Provider, and Carrier or it's agent deploys a CAS, Hybrid-CAS or NCAS Solution utilizing **SBC 13-STATE** E911 DBMS:

3.4.1.1 **SBC 13-STATE** shall store the Carrier or it's agents ALI records in the electronic data processing database for the E911 DBMS.

3.4.1.2 **SBC 13-STATE** shall coordinate access to the **SBC-13 STATE** E911 DBMS for the initial loading and updating of Carrier or it's agent ALI records.

3.4.1.3 **SBC 13-STATE**'s ALI database shall accept electronically transmitted files that are based upon NENA Standards.

3.4.1.4 **SBC-13 STATE** will then provide Carrier or it's agent an error and status report based on the transmitted files. This report will be provided in accordance with the methods and procedures described in the documentation to be provided to the Carrier or it's agent by **SBC-13 STATE**.

4. CARRIER RESPONSIBILITIES

4.1 Call Routing

- 4.1.1 Carrier will route 911 calls from Carrier's MSC to the **SBC-13STATE** SR office of the E911 system, where **SBC-13STATE** is the 911 network service provider.
- 4.1.2 Depending upon the wireless E911 solution used and the type of interconnection between the MSC and the selective router, Carrier will forward either the pANI or both the pANI and Call Back Number associated with the 911 call to the **SBC-13STATE** 911 SR.

4.2 Facilities and Trunking

- 4.2.1 Where specified by the E911 Customer, Carrier shall provide or order from **SBC-13STATE**, transport and trunk termination to each **SBC-13STATE** 911 Selective Router that serves the areas in which Carrier is licensed to and will provide CMRS service.
- 4.2.2 Carrier acknowledges that its cell sites 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 cell sites 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-13STATE** 911 Selective Router, where applicable. Where SS7 connectivity is available, supports the wireless E911 solution used and is required by the applicable PSAP, the Parties agree to implement CCStrunks rather than CAMA (MF) trunks.
- 4.2.4 Customer 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 engineer its 911 trunks to meet the specifications of the E911 Customer.
- 4.2.6 Carrier shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If Carrier's traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, Carrier shall request additional circuits from **SBC-13STATE**.

- 4.2.7 Carrier will cooperate with SBC-13STATE to promptly test all 911 trunks and facilities between Carrier's network and the SBC-13STATE 911 Selective Router(s) to assure proper functioning of 911 service. Carrier agrees that it will not pass live 911 traffic until successful testing is completed by both parties.
- 4.2.8 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-13STATE of the circuit identification and the fact that the circuit is a 911 circuit when notifying SBC-13STATE of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. SBC-13STATE will refer network trouble to Carrier if no defect is found in SBC-13STATE'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-13STATE is the 911 Service Provider, and Carrier deploys a CAS or Hybrid CAS solution utilizing SBC-13STATE E911 DBMS.
 - 4.3.1.1 Carrier or its agent shall be responsible for providing Carrier's ALI records to SBC-13STATE, for inclusion in SBC-13STATE'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 originating carrier.
 - 4.3.1.4 Carrier or its agent is responsible for providing updates to SBC-13STATE ALI database; in addition, carrier or its agent 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-13STATE 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-13STATE, for inclusion in SBC-13STATE'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 agent shall provide initial and ongoing updates of Carrier's Shell Records for ALI that are in electronic format based upon established NENA standards.

4.4 Other

4.4.1 Carrier is responsible for collecting from its 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 Upon receipt of a valid E911 Phase II PSAP request, Carrier understands and agrees that they will notify the appropriate SBC-13STATE representative to initiate a planning meeting that will start the implementation process. This request will be made in order to comply with locally agreed to methods and procedures.

5. RESPONSIBILITIES OF BOTH PARTIES

5.1 Jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from the Carrier's MSC to the designated SBC-13STATE 911 Selective Router(s).

6. METHODS AND PRACTICES

6.1 With respect to all matters covered by this Appendix, each Party will comply with all of the following to the extent that they apply to E911 Service: (i) all FCC and applicable state Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, (iii) the terms and conditions of SBC-13STATE's applicable state access tariff(s) and (iv) where mutually agreed between the 911 Customer, SBC-13STATE and Carrier the principles expressed in the recommended standards published by NENA.

7. CONTINGENCY

7.1 The terms and conditions of this Appendix represent a negotiated plan for providing E911 Service.

7.2 The Parties agree that the E911 Service is provided for the use of the E911 Customer, and recognize the authority of the E911 Customer to establish service specifications

and grant final approval (or denial) of service configurations offered by **SBC-13STATE** and Carrier.

8. BASIS OF COMPENSATION

- 8.1 Rates for access to E911 Services are set forth in Exhibit - Pricing are interim rates, and are effective only until final rates are approved by the Commission and tariffed, where applicable. If the final rates are tariffed, such final tariffed rates shall automatically supersede the interim rates on a going forward basis. If the final rates are not required to be tariffed, the Parties agree to amend Exhibit - Pricing to incorporate the final rates consistent with the Commission order.
- 8.2 Charges for E911 Service shall begin once the trunks and facilities are installed and successfully tested between the Carrier's network and the SBC SR(s).

9. LIABILITY

- 9.1 **SBC-13STATE**'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-13STATE** 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-13STATE** 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-13STATE**, Carrier shall not be liable to **SBC-13STATE**, 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-13STATE** until service is restored.
- 9.3 Carrier agrees to release, indemnify, defend and hold harmless **SBC-13STATE** from any and all Loss arising out of **SBC-13STATE**'s provision of E911 Service hereunder or out of Carrier's End Users' use of the E911 Service, whether suffered, made, instituted or asserted by Carrier, its End Users, or by any other parties or

persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by Carrier, its End Users or others, unless the act or omission proximately causing the Loss constitutes gross negligence, recklessness or intentional misconduct of **SBC-13STATE**.

9.4 Carrier also agrees to release, indemnify, defend and hold harmless **SBC-13STATE** from any and all Loss involving an allegation of the infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the E911 Service features and the equipment associated therewith, including by not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing E911 Service provided hereunder, unless the act or omission proximately causing the Loss constitutes the gross negligence, recklessness or intentional misconduct of **SBC-13STATE**.

10. MUTUALITY

10.1 Carrier agrees that to the extent it offers the type of services covered by this Appendix to any company, that should **SBC-13STATE** request such services, Carrier will provide such services to **SBC-13STATE** under terms and conditions comparable to the terms and conditions contained in this Appendix.

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

11.1 This Agreement (including all attachments hereto), and every interconnection, service and network element provided hereunder, is subject to all rates, terms and conditions contained in this Agreement (including all attachments hereto) that are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the Terms and Termination provisions of this Agreement are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder.

EXHIBIT - PRICING

MISSOURI PRICING – W911

Trunk Charge per Trunk:

Monthly	\$ 85.00
Non-Recurring	\$ 170.00

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

OKLAHOMA PRICING – W911

Trunk Charge per Trunk:

Monthly	\$ 33.22
Non-Recurring	\$ 110.00

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

KANSAS PRICING – W911

Trunk Charge per Trunk:

Monthly	\$ 22.86
Non-Recurring	\$ 312.00

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

ARKANSAS PRICING – W911

Trunk Charge per Trunk:

Monthly	\$ 22.86
Non-Recurring	\$ 312.00

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

TEXAS PRICING – W911

Trunk Charge per Trunk:

Monthly	\$ 39.00
Non-Recurring	\$ 165.00

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

CALIFORNIA PRICING – W911

Trunk Charge per Trunk:

Monthly	\$ 23.02
Non-Recurring	
Initial	\$ 856.00
Additional	553.00

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

NEVADA PRICING – W911

Trunk Charge Per Trunk:

Monthly Recurring	Non-Recurring
\$0.00	\$960.00

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

ILLINOIS PRICING – W911

911 Service Establishment Charge – per SR

Non-Recurring	\$ 18,913.00
DS1 Charge	
Monthly	\$ 301.00
Non-Recurring	\$ 422.00

MICHIGAN PRICING – W911

911 Service Establishment Charge – per SR

Non-Recurring	\$ 17,761.00
DS1 Charge	
Monthly	\$ 301.00
Non-Recurring	\$ 422.00

INDIANA PRICING – W911

911 Service Establishment Charge – per SR

Non-Recurring	\$ 13,467.00
DS1 Charge	
Monthly	\$ 301.00
Non-Recurring	\$ 422.00

WISCONSIN PRICING – W911

911 Service Establishment Charge – per SR

Non-Recurring	\$ 27,088.00
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DS1 Charge

Monthly	\$ 301.00
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Non-Recurring	\$ 422.00
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OHIO PRICING – W911

911 Service Establishment Charge – per SR

Non-Recurring	\$ 16,633.00
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DS1 Charge

Monthly	\$ 301.00
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Non-Recurring	\$ 422.00
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APPENDIX – PRICING (CELLULAR/PCS)

MICHIGAN

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

Type 2A	Type 2B	Type 1
\$0.001491	\$0.001004	\$0.001491

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

Transiting
\$0.005177

2. Carrier Facilities will be provided at the same rates, terms, and conditions that similar facilities are provided by Telco.
3. Shared Facility Factor

The Shared Facility Factor is:

- 3.1 Telco to Carrier 20%
- 3.2 Carrier to Telco 80%

4. Originating Party Uses Terminating Party's Facilities (DS3 and above). May be paid on a flat rate of \$99.69 per month per 200,000 MOUs of Land to Mobile traffic billed by SPCS or as an MOU additive of \$.000498 per MOU billed by SPCS.

5. Exchange Access Percentage:

5.1 Terminating IntraLATA InterMTA Traffic Percentage	.006
5.2 Originating Landline to CMRS Switched Access Traffic Percentage	To be determined

6. Exchange Access Rates

6.1 Terminating IntraLATA InterMTA Traffic Rate	\$0.005994
6.2 Originating Landline to CMRS Switched Access Traffic Rate	\$0.006404

7. The rates for trunking are set forth in Telco tariff MPSC 20R, as amended from time to time.

8. Other Charges

- 8.1 Selective Class of Call Screening. This service is not currently provided in this State.
- 8.2 Cancellation Charge. This charge is not currently applicable in this State.
- 8.3 Rollover Charges. This charge is not currently applicable in this State.
- 8.4 Charges for miscellaneous other items such as Service Establishment, Change in Service Arrangement, Changes in Trunk interfaces, Additional Engineering, Additional Labor Charges, Access Order Charge, Design Change Charge, Service Date Change Charge, ACNA, Billing Account Number (BAN) and Circuit Identification Change Charges, and Supercedure charges are governed by Telco's applicable interstate Access Services tariff.

**AMENDMENT TO
CELLULAR-PCS INTERCONNECTION AGREEMENT
by and between
Sprint Spectrum L.P.
and
Michigan Bell Telephone Company
d/b/a SBC Michigan**

The Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 for Commercial Mobile Radio Services (the "Agreement"), by and between one or more of the following ILEC's: Illinois Bell Telephone d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Wisconsin Bell, Inc. d/b/a SBC Wisconsin, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company and Southwestern Bell Telephone, L. P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and SBC Texas (only to the extent that the agent for each such ILEC executes this Agreement for such ILEC and only to the extent that such ILEC provides Telephone Exchange Services as an ILEC in the state of Michigan and Sprint Spectrum L.P., a Delaware limited partnership, as agent for WirelessCo, L.P., a Delaware limited partnership, and as agent for Cox Communications PCS, L.P., a Delaware limited partnership, all foregoing entities jointly d/b/a Sprint PCS ("SPCS" or "Carrier"), is hereby amended as follows:

WHEREAS, Carrier has informed Michigan Bell Telephone Company d/b/a SBC Michigan¹ ("SBC Michigan") that Carrier failed to have all of the proper Carrier Parties listed on the Agreement when it was filed and that certain Carrier Parties should now be added to the Agreement so that it would list the following Carrier Parties: Sprint Spectrum L.P., a Delaware limited partnership, as agent and General Partner for WirelessCo, L.P., a Delaware limited partnership, and SprintCom, Inc., a Kansas corporation and Cox Communications PCS, L.P., a Delaware limited partnership, and APC PCS, L.L.C., a Delaware limited partnership, and PhillieCo, L.P., a Delaware limited partnership, all foregoing entities jointly d/b/a Sprint PCS, and that the Agreement should be amended accordingly; and

WHEREAS, this Agreement is being amended pursuant to Section 6.3.3.3 of the Agreement to adopt new Carrier-specific, State-specific "Originating Landline to CMRS Switched Access Traffic" percentages, and specifically, the following modification to Section 5.2 of the Appendix – Pricing (Cellular/PCS) is based on State-specific, Carrier-specific audit/traffic studies and information, and this change is based on such information and applies only in light of those Carrier-specific facts, and the change contained in this Amendment will not apply to other carriers who may adopt this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, SBC Michigan and Sprint PCS hereby agree as follows:

- (1) SprintCom, Inc., a Kansas corporation, a Delaware limited liability company, APC PCS, LLC, a Delaware limited liability company, and PhillieCo, L.P., a Delaware limited partnership are hereby added as Parties to the Agreement.
- (2) The Agreement is hereby amended to reflect the change from "Sprint Spectrum L.P., a Delaware limited partnership, as agent for WirelessCo, L.P., a Delaware limited partnership, and as agent for Cox Communications PCS, L.P., a Delaware limited partnership, all foregoing entities jointly d/b/a Sprint PCS" to "Sprint Spectrum L.P., a Delaware limited partnership, as agent and General Partner for WirelessCo, L.P., a Delaware limited partnership, SprintCom, Inc., a Kansas corporation, and Cox Communications PCS, L.P., a

¹ Michigan Bell Telephone Company (previously referred to as "Michigan Bell"), is a wholly-owned subsidiary of Ameritech Corporation and now operates under the name "SBC Michigan", pursuant to an assumed name filing with the State of Michigan. Ameritech Corporation is a wholly-owned subsidiary of SBC Communications Inc.

Delaware limited partnership and APC PCS, LLC, a Delaware limited liability company, and PhillipCo, L.P., a Delaware limited partnership, all of the foregoing entities jointly d/b/a Sprint PCS" in the Agreement, including but not limited to the preamble and signature block.

- (3) SBC Michigan will maintain Sprint PCS only for the main billing account (headercard) for each of the accounts. SBC Michigan shall not be obligated, whether under this Amendment or otherwise, to make any other changes to SBC Michigan records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, Sprint PCS affirms, represents, and warrants that the OCN for those account shall not change from that previously used by Sprint PCS and SBC Michigan for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
- (4) Once this Amendment is effective, Sprint PCS shall operate with SBC Michigan under the Sprint PCS name for those accounts. Such operation shall include, by way of example only, submitting orders under Sprint PCS, and labeling (including re-labeling) equipment and facilities with Sprint PCS.
- (5) The Agreement shall be amended pursuant to Section 6.3.3.3 of the Agreement to adopt the following new Carrier-specific, State-specific "Originating Landline to CMRS Switched Access Traffic" percentage in section (6), specifically modifying Section 5.2 of the Appendix – Pricing (Cellular/PCS), based on State-specific, Carrier-specific audit/traffic studies and information. This change is based on such information and applies only in light of those Carrier-specific facts. The change contained in this Amendment will not apply to other carriers who may adopt this Agreement.
- (6) Section 5.2 Originating Landline to CMRS Switched Access Traffic Percentages of the Appendix – Pricing (Cellular/PCS) is hereby modified as follows:

State	Percentage
MI	5%

- (7) All other terms and conditions of the Agreement remain unchanged.
- (8) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- (9) Except as modified herein, all other terms and conditions of the underlying agreement shall remain unchanged and in full force and effect.
- (10) In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: Verizon v. FCC, et. al, 535 U.S. 467 (2002); USTA v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, USTA v. FCC, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36), and the FCC's Biennial Review Proceeding; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in WorldCom, Inc. v. FCC, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including any amendments to this Agreement), SBC Michigan has no obligation to provide unbundled network elements (UNEs) to WSP, and shall have no obligation to provide UNEs, beyond those that may be required by the Act, if any, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment

constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges, WC Docket No. 02-361 (rel. April 21, 2004). Notwithstanding anything to the contrary in the Agreement and this Amendment and except to the extent that SBC Michigan has adopted the FCC ISP terminating compensation plan ("FCC Plan") in Michigan 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 Michigan's right to exercise its option at any time to adopt on a date specified by SBC Michigan 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.

(11) This Amendment shall be filed with and subject to approval by the appropriate State Commission(s) by October 10, 2004.

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

Sprint Spectrum L.P., a Delaware limited partnership, as agent and General Partner for WirelessCo, L.P., a Delaware limited partnership, and SprintCom, Inc., a Kansas corporation and Cox Communications PCS, L.P., a Delaware limited partnership, and APC PCS, L.L.C., a Delaware limited partnership, and PhillieCo, L.P., a Delaware limited partnership, all foregoing entities jointly d/b/a Sprint PCS

By: _____

Name: _____
(Print or Type)

Title: _____
Vice President External Affairs

Date: _____

OCN # _____

ACNA _____

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

By: _____

Name: _____
(Print or Type)

Title: For/ SVP – Industry Markets and Diversified Businesses

Date: _____

AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
MICHIGAN BELL TELEPHONE COMPANY d/b/a SBC MICHIGAN
AND
SPRINT SPECTRUM, L.P.

Michigan Bell Telephone Company¹ d/b/a SBC Michigan, as the Incumbent Local Exchange Carrier in Michigan, (hereafter, "ILEC" or "SBC Michigan") and Sprint Spectrum, L.P. as a Competitive Local Exchange Carrier ("CLEC"), an Independent Local Exchange Carrier ("Independent") or Commercial Mobile Radio Service ("CMRS") provider in Michigan, (referred to as "CARRIER"), in order to amend, modify and supersede any affected provisions of their Interconnection Agreement with ILEC in Michigan ("Interconnection Agreement"), hereby execute this Reciprocal Compensation Amendment for ISP-Bound Traffic and Federal Telecommunications Act Section 251(b)(5) Traffic (Adopting FCC's Interim ISP Terminating Compensation Plan) ("Amendment"). CLEC and Independent are also referred to as a "LEC."

1.0 Scope of Amendment

- 1.1 On or about June 16, 2003 ILEC made an offer to all telecommunications carriers in the state of Michigan (the "Offer") to exchange traffic on and after July 6, 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.

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

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

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

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:

July 6, 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 Michigan 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 Michigan Interconnection Agreement(s) in existence for the 1st Quarter of 2001, on the following schedule.

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

Notwithstanding anything contrary herein, in Calendar Year 2003, LEC and ILEC agree that ISP-bound Traffic exchanged between LEC and ILEC during the entire period from January 1, 2003 until December 31, 2003 shall be counted towards determining whether LEC has exceeded the growth caps for Calendar Year 2003.

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

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

2.4.1 In the event CARRIER and ILEC have not previously exchanged ISP-bound Traffic in any one or more Michigan 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 Michigan LATAs.

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

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

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

2.6 ISP-bound Traffic Rebuttable Presumption

In accordance with Paragraph 79 of the FCC's ISP Compensation Order, LEC and ILEC agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-bound Traffic exchanged

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

3.0 Reservation of Rights

3.1 ILEC and CARRIER agree that nothing in this Amendment is meant to affect or determine the appropriate treatment of Voice Over Internet Protocol (VOIP) traffic under this or future Interconnection Agreements. The Parties further agree that this Amendment shall not be construed against either party as a "meeting of the minds" that VOIP traffic is or is not local traffic subject to reciprocal compensation. By entering into the Amendment, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Section 252 of the Act, commission established rulemaking dockets, or before any judicial or legislative body.

4.0 Miscellaneous

4.1 If this Amendment is executed by CARRIER and such executed amendment is received by ILEC on or before July 28, 2003, this Amendment will be effective as of July 6, 2003, subject to any necessary state commission approval; provided, however, the rates will not be implemented in ILEC's billing system until after any necessary state commission approval, at which time the rates billed by the Parties beginning on July 6, 2003 will be subject to a true-up. If this Amendment is executed by CARRIER but such executed amendment is not received by ILEC until after July 28, 2003, this Amendment will become effective ten (10) days following the date such Amendment is approved or is deemed to have been approved by the applicable state commission.

4.2 This Amendment is coterminous with the underlying Interconnection Agreement and does not extend the term or change the termination provisions of the underlying Interconnection Agreement.

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

4.4 Every rate, term and condition of this Amendment is legitimately related to the other rates, terms and conditions in this Amendment. Without limiting the general applicability of the foregoing, the change of law provisions of the underlying Interconnection Agreement, including but not limited to the "Intervening Law" or "Change of Law" or "Regulatory Change" section of the General Terms and Conditions of the Interconnection Agreement and as modified in this Amendment, are specifically agreed by the Parties to be legitimately related to, and inextricably intertwined with this the other rates, terms and conditions of this Amendment.

4.5 In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC*, *et al*, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("USTA decision"); the FCC's Triennial Review Order, adopted on February 20, 2003, on remand from the *USTA* decision and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; the FCC's Order on

Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002); or the Public Utilities Act of Illinois, which was amended on May 9, 2003 to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"); the parties also acknowledge and agree that the legality, validity and constitutionality of these statutory sections are the subject of litigation in Voices for Choices, et al. v. Illinois Bell Telephone Company, et al., Case No. 03-C-3290 (N.D. Ill.) pending before Chief Judge Charles Kocoras ("Voices for Choices Opinion"), and the parties acknowledge and agree that on June 9, 2003, Judge Kocoras enjoined enforcement of these same statutory sections. 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[©](3) and 251(d) of the Act, and under this Agreement. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, the Parties acknowledge and agree that SBC Michigan has exercised its option to adopt the FCC ISP terminating compensation plan ("FCC Plan") in Michigan and as of the date of that election by SBC Michigan, the FCC Plan shall apply to this Agreement, as more specifically provided for in this Amendment. In the event that a state or federal regulatory or legislative body or a court of competent jurisdiction, in any proceeding, finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party ("Written Notice"). If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

IN WITNESS WHEREOF, this Reciprocal Compensation Amendment for ISP-Bound Traffic and Federal Telecommunications Act Section 251(b)(5) Traffic (Adopting FCC Interim Terminating Compensation Plan) to the Interconnection Agreement was exchanged in triplicate on this _____ day of _____, 2003, by SBC Michigan, signing by and through its duly authorized representative, and CARRIER, signing by and through its duly authorized representative.

Sprint Spectrum, L.P.

Signature: _____

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Date: _____

FACILITIES-BASED OCN # _____

ACNA _____

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

Signature: _____

Name: _____
(Print or Type)

Title: *For/* President - Industry Markets

Date: _____

APPENDIX – PRICING (CELLULAR/PCS)

MICHIGAN

1. The rates for transport and termination are shown in "Amendment – Michigan Reciprocal Compensation for ISP-Bound Traffic and Federal Telecommunications Act Section 251(b)(5) Traffic (Adopting FCC's Interim ISP Terminating Compensation Plan)," attached to the Agreement.

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

Transiting
\$.005177

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

3. Shared Facility Factor

The Shared Facility Factor is:

- 3.1 Telco to Carrier 20%
- 3.2 Carrier to Telco 80%

4. Originating Party Uses Terminating Party's Facilities (DS3 and above). May be paid on a flat rate of \$99.69 per month per 200,000 MOUs of Land to Mobile traffic billed by SPCS or as an MOU additive of \$.000498 per MOU billed by SPCS.

5. Exchange Access Percentage:

5.1	Terminating IntraLATA InterMTA Traffic Percentage	.006
5.2	Originating Landline to CMRS Switched Access Traffic Percentage	To be determined

6. Exchange Access Rates

6.1	Terminating IntraLATA InterMTA Traffic Rate	\$.005994
6.2	Originating Landline to CMRS Switched Access Traffic Rate	\$.006404

7. The rates for trunking are set forth in Telco tariff MPSC 20R, as amended from time to time.

8. Other Charges

- 8.1 Selective Class of Call Screening. This service is not currently provided in this State.
- 8.2 Cancellation Charge. This charge is not currently applicable in this State.
- 8.3 Rollover Charges. This charge is not currently applicable in this State.
- 8.4 Charges for miscellaneous other items such as Service Establishment, Change in Service Arrangement, Changes in Trunk interfaces, Additional Engineering, Additional Labor Charges, Access Order Charge, Design Change Charge, Service Date Change Charge, ACNA, Billing Account Number (BAN) and Circuit Identification Change Charges, and Supercedure charges are governed by Telco's applicable interstate Access Services tariff.

**MPSC SEPTEMBER 21, 2004 ORDER AMENDMENT
TO THE INTERCONNECTION AGREEMENT UNDER
SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996**

This MPSC September 21, 2004 Order Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Amendment") is being entered into by and between Michigan Bell Telephone Company d/b/a SBC Michigan ("SBC Michigan")¹ and Sprint Spectrum LP d/b/a Sprint PCS ("Carrier").

WHEREAS, SBC Michigan and Carrier are parties to an interconnection agreement that was previously submitted to the Michigan Public Service Commission ("MPSC" or "Commission") for approval, and may have been amended prior to this Amendment (the "Agreement");

WHEREAS, the MPSC issued an order ("Order") in Case No. U-13531, on September 21, 2004, approving certain cost studies for unbundled network elements ("UNEs") that may be included in the Agreement and requiring SBC Michigan to file a compliance cost study showing the resulting UNE rates in summary form as an illustrative interconnection agreement pricing schedule (the "Compliance Filing");

WHEREAS, SBC Michigan made the Compliance Filing on November 5, 2004;

WHEREAS, provisions of the Agreement provide for the incorporation into the Agreement of new rates and rate structures such as those established by the Order; and

WHEREAS, based on the foregoing, this Amendment incorporates into the Agreement the same rate and rate structure changes as reflected in the illustrative interconnection agreement pricing schedule submitted as part of the Compliance Filing, subject to the reservation of rights and other provisions hereof.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Agreement shall be amended as follows:

1. INTRODUCTION

- 1.1 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.
- 1.2 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. AMENDMENT TO THE AGREEMENT

- 2.1 The Agreement is hereby amended by referencing and incorporating the following:
 - 2.1.1 Solely to conform the Agreement to effectuate certain rate and rate structure changes established by the Commission in the Order, the Agreement is amended to add the attached pricing schedule labeled Attachment A (which is incorporated herein).
 - 2.1.2 The new rates and rate structures in Attachment A shall begin to apply on November 6, 2004. That is, the new rates and rate structures shall be applied retroactively from the Amendment Effective Date (as defined in Section 3 of this Amendment) back to November 6, 2004 (with SBC Michigan performing any necessary true-up and thereafter issuing the necessary credits or bills, as appropriate) as well as from the Amendment Effective Date going forward.² In the event the MPSC in

¹ Michigan Bell Telephone Company (Michigan Bell), a Michigan corporation, offers telecommunications services and operates under the names "SBC Michigan" and "SBC Ameritech Michigan" (used interchangeably herein), pursuant to assumed name filings with the State of Michigan.

² Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other amendments to the Agreement, including the Revised Amendment, if any), in the event that any other telecommunications carrier ("Adopting Carrier") should adopt, directly or indirectly, this Amendment or provisions thereof ("MFN Provisions") pursuant to Section 252(i) of the Act, the rates and rate

a subsequent order issued as a result of its review of the Compliance Filing revises the rates and/or rate structures reflected in the Compliance Filing, thereby resulting in new rates and/or rate structures under Attachment A hereto, this Amendment with a revised Attachment A conforming to such subsequent order ("Revised Amendment") shall be promptly filed with the Commission for immediate approval, upon which the Revised Amendment shall replace this Amendment, including without limitation that such rates and rate structures in the revised Attachment A shall apply as if such rates and rate structures went into effect on November 6, 2004 (with SBC Michigan performing any necessary true-up and thereafter issuing the necessary credits or bills, as appropriate).²

- 2.2 This Amendment is provided as a means by which SBC Michigan and Carrier, which have an interconnection agreement under Sections 251 and 252 of the Telecommunications Act of 1996, can obtain the rights and obligations under the MPSC's Order. Nothing in this Amendment expands, contracts, or otherwise affects either SBC Michigan's or Carrier's rights or obligations under the Agreement beyond the express provisions of this Amendment.
- 2.3 To the extent the underlying Agreement does not contain terms and conditions for network elements classified as UNE(s) listed in Attachment A to this Amendment, this Amendment does not provide Carrier with the ability to obtain and/or order such network elements as UNEs. Rather, Carrier must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s) under this Agreement, provided, however, that nothing herein shall obligate SBC Michigan to negotiate and/or enter into such an amendment including without limitation if such UNE(s) are subject to the FCC's *Order and Notice of Proposed Rulemaking*, FCC 04-179, in Unbundled Access to Network Elements, WC Docket No. 04-313/Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange, CC Docket No. 01-338 (rel. August 20, 2004).

3. AMENDMENT EFFECTIVE DATE

- 3.1 The effective date of this Amendment shall be immediate upon approval of this Amendment by the MPSC under Section 252(e) of the Act or, absent such MPSC approval, the date this Amendment is deemed approved under Section 252(e)(4) of the Act ("Amendment Effective Date"); provided, however, that the rates contained herein shall be applied in accordance with Sections 2.1.2 of this Amendment.

4. TERM OF AMENDMENT

- 4.1 EXCEPT AS MODIFIED HEREIN, ALL OTHER RATES, TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED. This Amendment will become effective as of the Amendment Effective Date, and will terminate on the termination or expiration of the Agreement; provided, however, this Amendment, in whole or in part, may terminate or expire earlier pursuant to other provisions of this Amendment, including Section 6. This Amendment does not extend the term of the Agreement.

5. APPLICATION OF FEDERAL REQUIREMENTS AND OBLIGATIONS

- 5.1 This Amendment is the result of the MPSC's Order and solely addresses rates and rate structures. Accordingly, no aspect of this Amendment qualifies for portability into any other state under any state or federal statute, regulation, order or legal obligation (collectively "Law"), if any. The entirety of this Amendment and its provisions are non-severable, and are "legitimately related" as that phrase is understood under Section 252(i) of Title 47, United States Code.

6. RESERVATIONS OF RIGHTS

- 6.1 In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change

structures in Attachment A shall begin to apply prospectively from the date that the MFN Provisions become effective between SBC Michigan and the Adopting Carrier, following the date the MPSC approves or is deemed to have approved the Adopting Carrier's Section 252(i) adoption ("Section 252(i) Effective Date"). In no event shall an Adopting Carrier be entitled to the application of any rate or rate structures under its MFN Provisions to a date prior to its Section 252(i) Effective Date.

provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Application of SBC Michigan for a consolidated change of law proceeding to conform 251/252 interconnection agreements to governing law pursuant to Section 252 of the Communications Act of 1934, as amended*, MPSC Case No. U-14305, *Verizon v. FCC, et. al.* 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

- 6.2 This Amendment does not in any way prohibit, limit, or otherwise affect either SBC Michigan or Carrier from taking any position with respect to the Order or any other MPSC order or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the Order or any other MPSC order or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.
- 6.3 Notwithstanding this Amendment and without limiting Sections 6.1 or 6.2, SBC Michigan (and its affiliates) is not waiving its rights, abilities, remedies or arguments with respect to the non-applicability of, and interaction between, the Telecommunications Act of 1996 (including Sections 251 and 252) to the Order or any other MPSC order (including the Michigan-specific requirements regarding wholesale subject matters addressed therein). SBC Michigan (and its affiliates) fully reserves its rights to raise and take any position with respect thereto, and to pursue such rights, abilities, remedies and arguments.

7. MISCELLANEOUS

- 7.1 On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall be otherwise specifically noted.
- 7.2 This Amendment constitutes the entire amendment of the Agreement and supersedes all previous proposals, both verbal and written.

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by its duly authorized representative.

Sprint Spectrum LP d/b/a Sprint PCS

By: _____

Printed: _____

Title: _____

Date: _____

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

By: _____

Printed: _____

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

Date: _____

FACILITIES-BASED OCN # _____

ACNA _____

**SBC Michigan Rates
per Order in Case No. U-13531**

Transiting Rate		
Per conversation MOU		.000454

**AMENDMENT TO
CELLULAR-PCS INTERCONNECTION AGREEMENT
BY AND BETWEEN
MICHIGAN BELL TELEPHONE COMPANY d/b/a SBC MICHIGAN
AND
METROPCS MICHIGAN, INC.**

The Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 for Commercial Mobile Radio Services (the "Agreement"), by and between Michigan Bell Telephone Company d/b/a SBC Michigan (only to the extent that the agent for such ILEC executes this Agreement for such ILEC and only to the extent that such ILEC provides Telephone Exchange Services as an ILEC in the state of Michigan) and MetroPCS Michigan, Inc. ("MetroPCS") ("Carrier"), is hereby amended as follows:

WHEREAS, the Parties desire to amend the Agreement pursuant to Section 6.3.2.3 thereof to adopt a specific "Terminating IntraLATA InterMTA Traffic" percentage, which percentage shall be set forth in Section 5.1 of the Appendix – Pricing (Cellular/PCS)-Michigan to the Agreement ("the Appendix"); and,

WHEREAS, the Parties also desire to amend the Agreement pursuant to Section 6.3.3.3 thereof to adopt a specific "Originating Landline to CMRS Switched Access Traffic" percentage, which percentage shall be set forth in Section 5.2 of the Appendix.

NOW, THEREFORE, in consideration of the mutual promises contained herein, SBC Michigan and MetroPCS Michigan, Inc. hereby agree as follows:

(1) The Agreement shall be amended by deleting Section 6.3.2.3 of the Agreement and substituting for it the following language:

"The Parties have agreed that the Terminating IntraLATA InterMTA Traffic percentage appearing in Section 5.1 of the Appendix is Carrier-specific, State-specific based upon appropriate Carrier-specific, State-specific information. The Terminating IntraLATA InterMTA percentage shall be applied to the total minutes terminated to SBC Michigan's End User Customers over Carrier's local Interconnection Trunks. The Terminating IntraLATA InterMTA percentage may be revised, but no more frequently than once every twelve (12) months after the Effective Date of this Amendment, using the following procedure: (1) either Party may provide notice to the other Party that it wishes to renegotiate the Terminating IntraLATA InterMTA percentage; (2) within thirty (30) Days of the other Party's receipt of such notice, the Parties shall commence good faith negotiations, based upon Carrier-specific, State-specific information (*i.e.*, Carrier-specific, State-specific network engineering information; a Carrier-specific, State-specific InterMTA traffic study; and/or other Carrier-specific, State-specific data or information in complete and appropriate form, as determined in good faith), to establish a new mutually agreeable Terminating IntraLATA InterMTA percentage; and, (3) good faith negotiations shall be completed and the Amendment to the Agreement reflecting such new percentage, if any, shall be filed with the Commission within one hundred twenty (120) Days of the above-mentioned receipt of notice. If the Parties do not agree on a new mutually agreeable Terminating IntraLATA InterMTA percentage during the aforesaid period, the Terminating IntraLATA InterMTA percentage shall not change unless the Parties otherwise agree."

(2) Section 5.1 Terminating IntraLATA InterMTA Traffic Percentage of the Appendix – Pricing (Cellular/PCS) - Michigan is hereby modified to read as follows:

"Terminating IntraLATA InterMTA Traffic Percentage 0%"

(3) MetroPCS represents that all IntraLATA InterMTA Traffic which originates from MetroPCS is routed through an IXC and therefore will not be transported on or terminated to the SBC Michigan network over Carrier's local Interconnection Trunks. SBC Michigan has relied upon this representation in agreeing to this Amendment. Should MetroPCS pass terminating IntraLATA InterMTA traffic to the SBC Michigan network over its local Interconnection Trunks, it shall provide prompt notice thereof (in advance if reasonably possible) in accordance with the provisions of

Section 19.21 of the Agreement. In such circumstance, MetroPCS and SBC Michigan will negotiate new terms regarding IntraLATA InterMTA Traffic within ninety (90) days of passing such traffic; provided, however, that MetroPCS agrees to make such new terms retroactive to the date such traffic began in order to make SBC Michigan whole for such change in circumstance.

(4) Additionally, the Agreement shall be amended by deleting the text of Section 6.3.3.3 of the Agreement preceding subsection 6.3.3.3(a) (but subsections 6.3.3.3(a) *et seq.* shall remain in full force in effect) and substituting for it the following language:

"The Parties agree that the Originating Landline to CMRS Switched Access Traffic percentage appearing in Section 5.2 of the Appendix is Carrier-specific, State-specific based upon appropriate Carrier-specific, State-specific information. Notwithstanding the foregoing, the Parties agree that they may mutually agree to establish a new Originating Landline to CMRS Switched Access percentage at any time after the initial term, but no more frequently than once every twelve (12) months.

"SBC Michigan may request that Carrier provide a traffic study to determine an Originating Landline to CMRS Switched Access percentage. Carrier shall provide such traffic study to SBC Michigan within 60 Days after receipt of request.

"The Originating Landline to CMRS Switched Access traffic percentage will be calculated from the Parties' records based on the location of the Cell Site, if applicable, to which the Carrier's End User Customer's mobile unit is connected at the beginning of the call. These records will be obtained from the Carrier's databases. If a study is requested, Carrier agrees to provide a Carrier-specific, State-specific traffic study to SBC Michigan within the agreed upon time frame as set forth above. The Carrier-specific, State-specific traffic study will be provided for the State in which the percentage is to be applied. The percentage will be based on the following formula:

"SBC Michigan originated MOU delivered by SBC Michigan to Carrier's network that terminate InterMTA divided by all SBC Michigan originated MOU delivered by SBC Michigan to Carrier's network."

"The Parties agree to work cooperatively towards a mutually acceptable Originating Landline to CMRS Switched Access percentage.

"The Parties agree that neither a traffic study nor an audit for the purposes of utilizing the procedure in this Paragraph shall be requested more frequently than once every twelve (12) months in the state."

(5) The Parties further agree that no request for a traffic study nor an audit for the purposes of requesting a new Originating Landline to CMRS Switched Access percentage shall be made less than one year after the Effective Date of this Amendment.

(6) Section 5.2 Originating Landline to CMRS Switched Access Traffic Percentage of the Appendix – Pricing (Cellular/PCS) - Michigan is hereby modified to read as follows:

"Originating Landline to CMRS Switched Access Traffic Percentage 1%"

(7) MetroPCS represents that it does not provide roaming service to its customers, nor can any of its customers receive roaming calls. "Roaming" as used in this Paragraph 7 means calls terminated to a CMRS device when that CMRS device is physically located in an MTA other than the MTA(s) in which MetroPCS is authorized to provide CMRS service. Should MetroPCS provide roaming service, or if MetroPCS learns that any of its customers can or are receiving roaming calls, MetroPCS shall provide notice thereof in accordance with the procedures in Section 19.21 of the Agreement. Upon such notice, or if SBC Michigan notifies MetroPCS that it believes MetroPCS customers are receiving roaming calls that originate on the SBC Michigan network, MetroPCS and SBC Michigan will negotiate new terms; provided, however, that MetroPCS agrees that any such terms shall be applied retroactively to the date of the first roaming call.

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

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

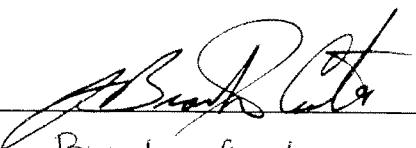
(10) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

(11) In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al.*, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including any amendments to this Agreement), SBC MICHIGAN has no obligation to provide unbundled network elements (UNEs) to Carrier and shall have no obligation to provide UNEs beyond those that may be required by the Act, if any, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). 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.

(12) This Amendment shall be filed with and subject to approval by the Michigan Public Service Commission.

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

MetroPCS Michigan, Inc.

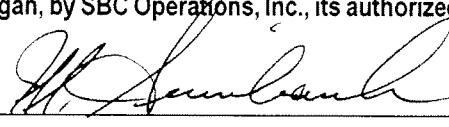
By: 

Printed: Braxton Carter

Title: SVP & CFO
(Print or Type)

Date: 11/18/05

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

By: 

Printed: Mike Aulinbauh

Title: AVP-Local Interconnection Marketing

Date: 11-15-05

OCN # 5562

ACNA MFQ

AT&T Wholesale Amendment

Contract Number: 10138

**AMENDMENT TO THE INTERCONNECTION AGREEMENT
BETWEEN
METROPCS MICHIGAN, INC.
AND
MICHIGAN BELL TELEPHONE COMPANY d/b/a AT&T MICHIGAN**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between Michigan Bell Telephone Company, d/b/a AT&T Michigan¹ ("AT&T"), and MetroPCS Michigan, Inc. ("Carrier"). AT&T and Carrier are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and Carrier are Parties to a Interconnection Agreement, under Sections 251 and 252 of the Telecommunications Act of 1996, for Commercial Mobile Radio Service ("CMRS"), approved by the Michigan Public Service Commission (the "Commission") on December 20, 2005, and as subsequently amended (the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to set forth the rate per Minutes of Use ("MOU's"), under which AT&T may use Carrier's high bandwidth facilities (e.g., DS3 and above) that Carrier leases from AT&T; and

WHEREAS, the Parties desire to amend the Agreement to establish a Surrogate Usage Factor for usage billing purposes;

NOW, THEREFORE, in consideration of the mutual promises contained herein, AT&T and Carrier hereby agree to amend the Agreement as follows:

1. Section 4 of Appendix – Pricing (Cellular/PCS) of the Agreement shall be deleted in its entirety and replaced with the following Section 4:
 4. Notwithstanding anything to the contrary in Sections 4.2.5 and 4.2.7 of the Agreement, where Carrier has leased high bandwidth facilities (e.g., DS3 and above) from AT&T for multiple uses (i.e., facilities that the Parties share), Carrier shall make available such high bandwidth facilities to AT&T. If AT&T elects to use such high bandwidth facilities to deliver AT&T-originated Local Traffic to Carrier for termination, then Carrier will charge AT&T the high bandwidth facilities per Minute Of Use ("MOU") utilization rate set forth in the Pricing Sheet labeled Attachment B, attached hereto. This rate per MOU will be representative of an equivalent DS1 cost based upon an average monthly charge for the high bandwidth facilities being paid by Carrier to AT&T divided by the total DS1 capacity of the high bandwidth facilities divided by 200,000 MOUs. To determine the monthly compensation owed to Carrier, this rate per MOU shall be multiplied by the state-wide monthly AT&T-originated, Carrier-terminated Local Traffic conversation minutes, as measured by AT&T, which traverse the shared high bandwidth facilities. Carrier shall not charge any other charges to AT&T for AT&T's use of the high bandwidth facilities. A review of this rate may be requested in writing by either Party, no more frequently than every six (6) months, beginning with the Effective Date of this Amendment. If such a review results in a change in the rate/MOU, the new rate/MOU will be applied prospectively starting from the date of the written request for the review. The rate per MOU provided herein is specific to Carrier. Any other CMRS carrier adopting this Agreement must work jointly with AT&T to calculate a specific MOU rate applicable to such adopting CMRS carrier.
2. The Parties agree that the rate(s) set forth in the Pricing Sheet labeled Exhibit B, which is attached hereto and fully incorporated herein by this reference, shall be added to the Agreement.
3. The following Section 3.4.2 shall be added to the Agreement:

¹ Michigan Bell Telephone Company (previously referred to as "Michigan Bell" or "SBC Michigan") now operates under the name "AT&T Michigan" pursuant to an assumed name filing with the State of Michigan.

3.4.2 Notwithstanding anything to the contrary in this Agreement, if Carrier does not have the ability to determine the amount of AT&T-originated Local Traffic that is terminated to Carrier over multi-use facilities (i.e., facilities that the Parties share), then the Parties agree to implement a Surrogate Usage Factor ("SUF") that will be used to determine the monthly AT&T-originated Local Traffic Minutes of Use ("MOUs") that are terminated to Carrier, and for which AT&T owes compensation to Carrier. The Surrogate Usage Factor is a mutually agreed upon factor representing the state-wide AT&T-originated Local Traffic MOU's terminated to Carrier and will be calculated as follows: State-wide AT&T-originated/Carrier-terminated Land-to-Mobile (L-M) Local Traffic MOU's divided by the sum of the state-wide AT&T-originated/Carrier-terminated L-M Local Traffic MOU's plus the state-wide Carrier-originated/AT&T-terminated Mobile-to-Land (M-L) Local Traffic MOU's. Transit Traffic shall not be used in the determination of the Surrogate Usage Factor. The Surrogate Usage Factor shall be applied as follows: Monthly M-L Local Traffic billed by AT&T to Carrier divided by (1 minus Surrogate Usage Factor) multiplied by Surrogate Usage Factor, i.e., $[(M-L/(1-SUF)) \times SUF]$. Either Party may request that a traffic study be conducted to review the Surrogate Usage Factor. Such requests may be made no more frequently than every three (3) months, beginning with the Effective Date of this Amendment, with any newly agreed upon Surrogate Usage Factor being applied prospectively only, starting from the date of the written request for the review.

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

MetroPCS Michigan, Inc.

Signature:



Name:

CHRISTINE KORNEGAY

(Print or Type)

Title:

SVP, CONTROLLER

(Print or Type)

Date:

6-14-2011Michigan Bell Telephone Company d/b/a AT&T Michigan by
AT&T Services, Inc., its authorized agent

Signature:



Name:

Patrick Doherty

(Print or Type)

Director - Regulatory

Title:

(Print or Type)

Date:

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MICHIGAN

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PRICING SHEET

MetroPCS Michigan, Inc. /AT&T Michigan
Attachment B

Page 5 of 5

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
W2	MI	CMRS Interconnection	High Bandwidth Facilities Utilization (for MetroPCS Michigan, Inc. billing to AT&T Michigan, not AT&T Michigan billing to MetroPCS Michigan, Inc.)				\$0.00014			MOU

AT&T Wholesale Amendment

Contract Number: 17836

**AMENDMENT TO THE AGREEMENT FOR INTERCONNECTION
BETWEEN
MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN
AND
METROPCS MICHIGAN, INC.**

This Amendment (the "Amendment") amends the Agreement for Interconnection by and between Michigan Bell Telephone Company d/b/a AT&T Michigan hereinafter referred to as "AT&T", "SBC Communications, Inc. (SBC) owned Incumbent Local Exchange Carrier ("ILEC")", "ILEC", "SBC Michigan" or "Telco" and MetroPCS Michigan, Inc. ("Carrier", "WSP" or "CMRS Provider"). AT&T and Carrier are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and Carrier are parties to a Agreement for Interconnection under Sections 251 and 252 of the Communications Act of 1996 for Commercial Mobile Radio Service (CMRS), approved December 20, 2005 and as subsequently amended (the "Agreement"); and

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

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

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

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

2. Effective July 1, 2012, the Parties shall implement bill-and-keep for IntraMTA Traffic exchanged between the Parties over Type 2A, Type 2B or Type 1 interconnection trunks and facilities. Specifically, neither Party shall compensate the other Party for IntraMTA Traffic exchanged between the Parties.
3. In accordance with the schedule in FCC Order 11-161, effective July 1, 2012, for terminating intrastate or interstate InterMTA Traffic, i.e. non-IntraMTA Traffic, Carrier shall pay a blended rate that consists of the average of AT&T's intrastate and interstate rates for the switched network access service rate elements, on a per minute of use basis, which are set forth in each, AT&T 's Intrastate Access Services Tariff and Interstate Access Services Tariff, as those tariffs may be amended from time to time. This provision does not apply to transit traffic.
4. The Parties agree to remove the Terminating IntraLATA InterMTA Traffic rate and to replace the rate for Section 251(b)(5) Traffic per minute of use for Type 2A, Type 1 and Type 2B in Appendix - Pricing (Cellular/PCS) of the Agreement with the rates contained in Exhibit A attached hereto. IntraMTA Traffic will continue to be referenced as Section 251(b)(5) Calls Transport and Termination in Exhibit A. In all other respects the Appendix Pricing (Cellular/PCS) shall remain the same.
5. The Parties agree that the terms and conditions of this Agreement shall apply only to CMRS traffic that, at the beginning of the call, originates from or terminates to a wireless handset via the Carrier.



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

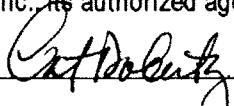
MetroPCS Michigan, Inc.

Signature: Name: Chris King

(Print or Type)

Title: Manager, Carrier Relations

(Print or Type)

Date: 1-21-2013Michigan Bell Telephone Company d/b/a AT&T Michigan by
AT&T Services, Inc., its authorized agentSignature: Name: Patrick Doherty

(Print or Type)

Title: Director - Regulatory

(Print or Type)

Date: 1-28-13

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