

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

This Interconnection Agreement (the "MFN Agreement"), is being entered into by and between Michigan Bell Telephone Company¹ d/b/a AT&T Michigan ("AT&T Michigan"), and New Cell, Inc. d/b/a Cellcom ("Carrier"), (each a "Party" and, collectively, the "Parties"), pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 ("the Act").

RECITALS

WHEREAS, pursuant to Section 252(i) of the Act, Carrier has requested to adopt the Interconnection Agreement by and between AT&T Michigan and New Par d/b/a Verizon Wireless for the State of Michigan, which was approved by the Michigan Public Service Commission ("the Commission") under Section 252(e) of the Act on April 16, 2002 in docket number U-13227, including any Commission approved amendments to such Agreement (the "Separate Agreement"), which is incorporated herein by reference; and

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

1.0 Incorporation of Recitals and Separate Agreement by Reference

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

2.0 Modifications to Separate Agreement

- 2.1 References in the Separate Agreement to "Carrier" or to "Other" shall for purposes of the MFN Agreement be deemed to refer to Carrier.
- 2.2 References in the Separate Agreement to the "Effective Date," the date of effectiveness thereof and like provisions shall for purposes of this MFN Agreement be deemed to refer to the date which is ten (10) days following Commission approval of the MFN Agreement or, absent Commission approval, the date the MFN Agreement is deemed approved under Section 252(e)(4) of the Act. In addition, this MFN Agreement shall expire on October 28, 2004.
- 2.3 The Notices Section in the Separate Agreement is hereby revised to reflect that Notices should be sent to Carrier under this MFN Agreement at the following address:

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	James Lienau / Vice Pres of Corp Technical Services
STREET ADDRESS	450 Security Blvd
CITY, STATE, ZIP CODE	Green Bay, WI 54313
FACSIMILE NUMBER	920-617-7329

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.

With a copy to:

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	Mike Watermolen / Manager of Network Development
STREET ADDRESS	450 Security Blvd
CITY, STATE, ZIP CODE	Green Bay, WI 54307-9079
FACSIMILE NUMBER	920-617-7329

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

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

- 2.5 In Section 16.1 Authorization, the references to "Ameritech" are replaced with references to "AT&T Michigan" and Ameritech's state of incorporation is the state of "Michigan." In Section 16.2 after "State of", Carrier's state of incorporation of Wisconsin should be deemed to be inserted.

3.0 Clarifications

- 3.1 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 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 any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s) which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review. 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/or otherwise affects the rights or obligations of either Party that are addressed by this Agreement, 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 reach agreement on appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications within sixty (60) days from the Written Notice, any disputes between the Parties concerning such actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement.
- 3.2 It is AT&T Michigan's position that this MFN Agreement (including all attachments thereto) and every interconnection, service and network element provided hereunder, is subject to all rates, terms and conditions contained in the MFN Agreement (including all attachments/appendices thereto), and that all of such provisions are integrally related and non-severable.

IN WITNESS WHEREOF, the Parties hereto have caused this MFN Agreement to be executed as of this
8th day of November, 2007.

New Cell, Inc. d/b/a Cellcom

By: James W. Lienau
Printed: JAMES W. LIENAU
Title: V.P. corp tech Services
(Print or Type)
Date: 11/6/07

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

By: Rebecca L. Sparks
Printed: Rebecca L. Sparks
Title: EXECUTIVE DIRECTOR - REGULATORY
(Print or Type)
Date: 11-8-07

Resale AECN # _____

UNE AECN # _____

FACILITIES BASED AECN # _____

ACNA NEW

**Interconnection Agreement for a
Wireless System Under Sections 251 and 252
of the Telecommunications Act of 1996**

Dated as of October 28, 2001

by and between

AMERITECH MICHIGAN

and

VERIZON WIRELESS

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Appendix - SS7 (Wireless)

**Interconnection Agreement for a
Wireless System Under Sections
251 and 252 of the Telecommunications Act**

This Agreement, dated October 28, 2001, ("Effective Date") is by and between Michigan Bell Telephone Company d/b/a Ameritech Michigan ("Ameritech") and New Par, d/b/a Verizon Wireless, a Delaware Limited Partnership with offices located at 180 Washington Valley Road, Bedminster, New Jersey 07921 and Muskegon Cellular Partnership d/b/a Verizon Wireless, a District of Columbia Limited Partnership with offices located at 180 Washington Valley Road, Bedminster, New Jersey 07921 (collectively, "Carrier") for Interconnection for a Commercial Mobile Radio Service provider under Sections 251 and 252 of the Federal Telecommunications Act of 1996 (the "Act").

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

WHEREAS, Carrier, through one or more affiliates, is a Commercial Mobile Radio Service provider operating within the state of Michigan;

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

WHEREAS, Ameritech and Carrier are Parties to an agreement known as the "Interconnection Agreement for a Wireless System Under Sections 251 and 252 of the Telecommunications Act of 1996" dated October 28, 1999 ("Prior Agreement") and intend this Agreement to supersede and replace the Prior Agreement.

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

1.0 DEFINITIONS

Capitalized terms used in this Agreement shall have the meanings specified below in this Section 1.0 and as defined elsewhere within this Agreement. The Parties acknowledge that terms may appear in this Agreement that are not defined and agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the Effective Date of this Agreement.

"Access Tandem" or "Tandem" - An Ameritech switching system that provides a concentration and distribution function for originating or terminating traffic between end offices, between Ameritech's System and Carrier's System and/or a customer's premises and is capable of providing Feature Group D service.

"Access Tariff" means any applicable Ameritech tariff which sets forth the rates, terms and conditions upon which Ameritech offers Exchange Access, As Defined in the Act.

“Access Traffic” means Telecommunications traffic between a LEC and an IXC or between a CMRS provider and an IXC which is carried on Feature Group D trunks.

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

“Affiliate” is As Defined in the Act.

“Ameritech’s System” is the communications network of Ameritech.

“As Defined in the Act” means as specifically defined by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

“Calling Party Number” (CPN) - A Common Channel Interoffice Signaling (CCIS) parameter which refers to the number transmitted through a network identifying the calling party.

“Carrier’s System” - The communications system of the Carrier used to furnish Commercial Mobile Radio Services.

“CCS” means one hundred (100) call seconds.

“CDT” - Carrier Dedicated Trunk.

“Central Office Switch” - A switch used to provide Telecommunications Services, including, but not limited to:

- (a) End Office Switches; and
- (b) Tandems.

A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

“Commercial Mobile Radio Service” or “CMRS” is As Defined in the Act, but does not include Paging traffic.

“Commission” means the Michigan Public Service Commission.

“Common Channel Interoffice Signaling” or “CCIS” means the signaling system, developed for use between switching systems with stored-program control, in which all of the signaling information for one or more groups of trunks is transmitted over a dedicated high-speed data link rather than on a per-trunk basis and, unless otherwise agreed by the Parties, the CCIS used by the Parties shall be SS7.

“Customer” - A third party that subscribes to Telecommunications Services provided by either of the Parties.

“Effective Date” is as defined in the Preamble.

“End Office Switch” - An Ameritech switching system where telephone loops are terminated for purposes of interconnection to each other and to Ameritech’s system. An End Office Switch includes any remote switching modules and remote switching systems served by a host office in a different wire center.

“FCC” means the Federal Communications Commission.

“ILEC” - As Defined in the Act.

“Information Service Traffic” means traffic delivered to or from Information Service providers as that term is defined in FCC Docket No. 97-158, First Report and Order, para 341.

“Intellectual Property” means copyrights, patents, trademarks, trade-secrets, mask works and all other intellectual property rights.

“Interconnection” - As Defined in the Act.

“Interexchange Carrier” or “IXC” means a carrier other than a CMRS provider that provides, directly or indirectly, interLATA and/or intraLATA Telephone Toll Services.

“Interexchange Traffic” - As Defined in The Act. “InterLATA” - As Defined in the Act.

“Land-to-Mobile” - The origination of calls of wire line customers to the Carrier’s MSC.

“Local Access and Transport Area” or “LATA” is As Defined in the Act.

“Local Exchange Carrier” or “LEC” is As Defined in the Act.

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

“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 attorney’s fees).

“MECAB” refers to the Multiple Exchange Carrier Access Billing (MECAB) document prepared by the Billing Committee of the Ordering and Billing Forum (OBF) which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document published by Bellcore as Special Report SR-BDS-000983 contains the recommended guidelines for the

billing of an access service provided by two or more LECs, or by one LEC in two or more states within a single LATA.

“Mobile-to-Land” - The use of CMRS interconnection service for the termination of calls from the Carrier’s MSC to a wire line customer.

“Mobile Switching Center” (MSC) - A CMRS switch that provides concentration, distribution and switching functions for originating and terminating CMRS traffic and interconnecting to Ameritech trunks.

“Multiple Bill/Single Tariff” shall mean that each company will prepare and render its own bill in accordance with its own tariff for its portion of the switched access service.

“Multi-Party Traffic” means telecommunications traffic which is jointly carried by Ameritech and another facilities-based Telecommunications Carrier in addition to Carrier, including IXC’s, LEC’s, ILEC’s or other CMRS providers. This traffic includes, but is not limited to, Transit Service and traffic carried pursuant to toll carrier arrangements.

“Non-CMRS Traffic” means traffic which is neither originated nor terminated on the wireless facilities of a CMRS provider.

“NXX” - The three-digit code which appears as the first three digits of a seven digit telephone number.

“Paging Traffic” means the traffic described in 47 C.F.R. Section 22, Subpart E and 47 C.F.R. Section 90, Subpart P.

“Party” means either Ameritech or Carrier, and “Parties” means Ameritech and Carrier.

“Point of Interconnection” (POI) - The physical demarcation point between Ameritech and Carrier. This point establishes the technical interface, the test point(s), and the point(s) for operational division of responsibility between Ameritech’s System and Carrier’s System.

“Premises” - As Defined in the Act.

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

“Rate Effective Date” is as defined in Section 6.3. “Reciprocal Compensation” is As Defined in the Act.

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

“Switched Access Detail Usage Data” shall mean a category 1101XX record as defined in the EMR Bellcore Practice BR010-200-010.

“Switched Access Summary Usage Data” shall mean a category 1150XX record as defined in the EMR Bellcore Practice BR010-200-010.

“Telecommunications” is As Defined in the Act.

“Telecommunications Carrier” is As Defined in the Act.

“Telephone Toll Services” is As Defined in the Act.

“TSLRIC” - the total service long run incremental cost.

“Type 1 Facility” - The Type 1 Facility is at the point of termination of a trunk between Carrier’s System and an End Office Switch. The CMRS providers establishes Mobile to Land connections to other End Offices and other Carriers through this Connection Type.

“Type 2A Facility” or “Tandem Facility” - The Type 2A Facility is at the point of termination of a trunk between an MSC and the LEC Access Tandem. Through this Connection, Carrier can establish connections to End Office Switches and to other carriers interconnected through the tandem.

“Type 2B Facility” or “End Office Facility” - The Type 2B Facility is at the point of termination of a trunk between an MSC and an End Office Switch. Through this Connection, Carrier establishes connections to directory numbers served by the End Office Switch to which it is interconnected. A Type 2B Facility may be used in conjunction with the Type 2A Facility on a high-usage alternate routing basis to serve high-volume traffic between the MSC and the End Office Switch.

2.0 INTERPRETATION AND CONSTRUCTION

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

or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision). In the event of a conflict between the provisions of this Agreement and The Act, the provisions of the Act shall govern.

3.0 INTERCONNECTION PURSUANT TO SECTION 251(C)(2)

3.1 Scope.

This Section 3 describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Local Traffic and Access Traffic between the Parties' respective Customers. Section 3 also describes other services offered by Ameritech to establish such Interconnection. Nothing in this Agreement shall require Ameritech to transport traffic across a LATA boundary.

3.2 Interconnection Points and Methods.

3.2.1 Generally. Pursuant to Section 251(c)(2) of the Act, Carrier and Ameritech shall interconnect their networks at Ameritech's Central Office Switches and Carrier's Mobile Switching Centers for the transmission and routing of Local Traffic and Access Traffic within a LATA. Ameritech will provide to Carrier those services and other arrangements (collectively, Services) described herein, which are necessary to establish the physical connection and interchange of traffic in connection with Carrier's services.

3.2.2 Facilities. Interconnection shall be accomplished through Type 2 or Type 1 Facilities. Type 1 Facilities shall be Mobile-to-Land only. Any trunk facilities used for Interconnection provided by Ameritech will be provided at the rates set forth by Ameritech's TSLRIC-based rates.

3.2.3 Type 2 Facilities. Ameritech will provide Type 2A and Type 2B Facilities, at the rates set forth by Ameritech's TSLRIC-based rates, at the Carrier's option for the purpose of interchanging calls between Customers of Ameritech and Customers of the Carrier.

3.2.4 Type 1 Facilities. Ameritech will provide Type 1 Facilities for Mobile-to-Land calls only, pursuant to TSLRIC-based rate, for the purpose of interchanging calls between customers of Carrier and customers of Ameritech. Type 1 Facilities in the Land to Mobile direction which are in place as of the Effective Date of this Agreement may remain in place throughout the term of this Agreement, provided, however, that Ameritech shall not be obligated to provision additional Land to Mobile Type 1 Facilities to Carrier at any location where such facilities are not currently in place.

3.2.5 Ordering and Maintenance. Parties shall follow the ordering options, standard intervals, maintenance, joint testing, and repair standards set forth in Ameritech's intrastate Access Tariff, M.P.S.C. No. 20, Part 14, Section 6.

- 3.2.6 Additional Engineering, Labor and Miscellaneous Services. Additional engineering, additional labor and miscellaneous services ordered by Carrier and related to Services provided herein shall be provided by Ameritech at the same rates, terms, and conditions as those set forth in Ameritech's intrastate Access Tariff.

3.2.7 Points of Interconnection.

- (1) Land-to-Mobile direction. The Point of Interconnection (POI) for Type 2 Interconnection provided for herein in the Land-to-Mobile direction shall be the Carrier's MSC.**
- (2) Mobile-to-Land direction. The POI for Telecommunications Interconnection provided for herein in the Mobile-to-Land direction shall be Ameritech's Access Tandem or End Office Switch, as appropriate.**

- 3.2.8 Technical Specifications. Bellcore Technical Publication GR-145-CORE describes the practices, procedures, specifications and interfaces generally utilized by Ameritech and is listed herein to assist the Parties in meeting their respective responsibilities.

3.2.9 Billing. Nonrecurring and recurring rates for Type 1 and Type 2 Facilities are Ameritech's developed TSLRIC-based rates.

3.3 Modifications.

Where the authorized service territory of Carrier or Ameritech is modified after the Effective Date of this Agreement, the terms and conditions of this Agreement shall be modified to recognize the extent of such modified service territory.

3.4 Signaling.

- 3.4.1 Signaling Protocol. SS7 Signaling is Ameritech's preferred method for signaling. Where multi-frequency signaling is currently used, the Parties agree to use their best efforts to convert to SS7. 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. Telco will not be responsible for correcting any undesirable characteristics, service problems or performance problems that are associated with MF/SS7 interworking or the signaling protocol required for Interconnection with Carrier employing MF signaling.
- 3.4.2 SS7 Signaling. Except as otherwise provided herein, if SS7 signaling is provided by Ameritech, it will be provided in accordance with Appendix – SS7 (Wireless). Appendix – SS7 (Wireless) describes various SS7 elements available for Carrier to purchase from

Ameritech, including elements required to exchange ISUP SS7 Signaling Messages(s) (as defined in Telcordia Document GR-246-CORE) associated with Local Calls.

- 3.4.3 If the Parties exchange ISUP SS7 Signaling Messages associated with Local Calls (hereafter referred to as "Local ISUP SS7 Signaling Messages") and Carrier does not own a substantially similar SS7 network to Ameritech's SS7 network that Carrier uses for such exchange, then Carrier shall pay Ameritech in accordance with Appendix – SS7 (Wireless) for Local ISUP SS7 Signaling Messages originated from Carrier's network and initiated with an IAM message. If the Parties exchange Local ISUP SS7 Signaling Messages and Carrier owns a substantially similar SS7 network to Ameritech's SS7 network that Carrier uses for such exchange, then the Parties will employ a bill and keep arrangement for the exchange of such Local ISUP SS7 Signaling Message(s). A "substantially similar SS7 network" means an SS7 network as generally recognized in the telecommunications industry, including, without limitation, signaling links, STPs, and signaling (originating and destination) points, all of which are combined to form a "signaling network" utilized to transfer signaling messages between a Party's switches and the switches of the other Party and one or more third parties. Signaling messages delivered to Ameritech from Carrier must be associated with Authorized Services traffic originating on Carrier's network. All other SS7 signaling messages and elements will be offered to Carrier at rates described in Appendix - SS7 (Wireless). SS7 signaling associated with InterMTA Traffic will be determined using the same process described in Section 6.8 of this Agreement for determining the amount on InterMTA Traffic; such signaling shall be paid to Ameritech at SS7 rates listed in Ameritech's State access tariffs.
- 3.4.4 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 CCIS-based features between their respective networks, including all CLASS Features and functions, to the extent each Party offers such features and functions to its Customers. All CCIS signaling parameters will be provided including, without limitation, calling party number (CPN), originating line information (OLI), calling party category and charge number.

4.0 TRANSMISSION AND ROUTING OF LOCAL TRAFFIC.

4.1 Scope of Traffic.

This Section 4 prescribes parameters for trunk groups (the "Local Trunks") to be used for the Interconnection described in Section 3 for the transmission and routing of Local Traffic between the Parties' respective Customers.

4.2 Trunk Group Architecture and Traffic Routing.

The Parties shall jointly engineer and configure Local Trunks over the physical Interconnection arrangements as follows:

4.2.1 Type 2

- (a) **Local Trunks shall be configured via one-way trunk groups or as two-way trunk groups, where mutually agreed to by the Parties. No Party shall terminate Access Traffic over the Local Trunks.**
- (b) Each Carrier MSC shall be directly trunked to each Ameritech Tandem in each LATA for traffic in the Mobile-to-Land direction and in the Land-to-Mobile direction. Ameritech shall not be required to perform double tandem switching on a call which Ameritech transports and terminates.
- (c) Only those NXX codes served by an End Office may be accessed through a direct connection to that End Office.
- (d) When used in the Mobile-to-Land direction, the Type 2A Facility may also be used to transport Information Services Traffic to Ameritech.
- (e) Traffic routed in the Mobile-to-Land direction must be routed through the Ameritech Tandem that directly serves the Ameritech End Office serving the applicable NXX code encompassing the called party number.

4.2.2 Type I

- (a) Type 1 Local Trunks shall be configured via one-way trunk groups. Carrier shall not send Access Traffic over Local Trunks.
- (b) Type 1 Local Trunks shall be directly connected to designated Ameritech End Offices.

4.3 Measurement and Billing.

- 4.3.1 For billing purposes for Type 2, each Party shall pass Calling Party Number (CPN) information on each call carried over the Local Trunks.
- 4.3.2 In the event of failure of Carrier's billing and measurement system the default for billing land-to-mobile traffic by Carrier to Ameritech shall be a factor based upon Carrier's mobile-to-land traffic as measured by Ameritech. The factor shall be based upon a ratio of 70/30 (70% mobile originated 30% land originated) and calculated by dividing the mobile to land traffic by .7 and then subtracting the mobile to land traffic from the resulting quotient.

5.0 TRANSMISSION AND ROUTING OF ACCESS TRAFFIC.

5.1 Scope of Traffic.

This Section 5 prescribes parameters for certain Type 2 trunk groups ("Access Trunks") to be used for Interconnection specified in Section 3 for the transmission and routing of Access Traffic between Carrier's Customers and Interexchange Carriers.

5.2 Trunk Group Architecture and Traffic Routing.

- 5.2.1 Except as provided for in Section 5.2.4, Access Trunks shall be used solely for the transmission and routing of Access Traffic to allow the Carrier's Customers to connect to or be connected to the Interexchange trunks of any Interexchange Carrier which is connected to Ameritech's Tandem.
- 5.2.2 The Access Trunks shall be one-way trunks (or, where mutually agreed upon, two-way trunks) connecting an MSC with an Ameritech Access Tandem utilized to route Access Traffic within a given LATA.
- 5.2.3 The Parties shall jointly determine which Ameritech access Tandem(s) will be directly trunked to each Carrier MSC for Access Traffic. Except as otherwise agreed by the Parties, Ameritech shall allow each Carrier MSC to directly trunk to the Access Tandem nearest to that MSC and shall not require that a single Carrier MSC directly trunk to multiple access Tandems, even in those cases where such MSC serves multiple Rate Centers.
- 5.2.4 When used in the Mobile-to-Land direction, Type 2A Facilities may be provided to an Ameritech Tandem to transport calls from Carrier's premises to an IXC's Switched Access Feature Group D service at the same Tandem. This arrangement requires a separate Type 2 trunk group. Carrier has provided Ameritech with documentation of a business agreement between Carrier and each such IXC for the delivery of such calls. Carrier will also provide to Ameritech, using industry standard data record formats, recordings of all calls (both completed calls and attempts) to EXCs from the Carrier premises using the Type 2A service.

5.3 Services.

This Section 5.3 only applies if Carrier transports Mobile-to-Land traffic and/or Land-to-Mobile traffic to/from an IXC through an Ameritech access tandem.

- (a) Pursuant to the procedures described in Multiple Exchange Carrier Access Billing (the "MECAB") document SR-BDS-000983, Issue 6, dated February, 1998, 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. If the procedures in the MECAB document are amended or modified, the Parties shall implement such amended or modified procedures within a reasonable period to time. The Parties agree to provide this data to each other at no charge.

- (b) Each Party shall implement the "Multiple Bill/Single Tariff" option in order to bill the IXC for each Party's own portion of jointly provided telecommunications service.

5.3.1 Data Format and Data Transfer.

- (a) Necessary billing information will be exchanged on magnetic tape or, when available, via electronic data transfer using the EMR format.
- (b) Carrier shall provide to Ameritech, on a monthly basis, the Switched Access Summary Usage Data (category 1150XX records) on magnetic tape or, when available, via electronic data transfer using the EMR format.
- (c) Ameritech shall provide to Carrier, or Carrier's agent (as may be designated by Carrier in writing), on a daily basis the Switched Access Detail Usage Data (category 1101XX records) no later than fourteen (14) days from the usage recording date. Ameritech shall provide the information on magnetic tape or, when available, via electronic data transfer (e.g., network data mover) using EMR format. Ameritech and Carrier shall use best efforts to utilize electronic data transfer.
- (d) When Ameritech records on behalf of Carrier and Switched Access Detail Usage Data is not submitted to Carrier, or Carrier's agent, by Ameritech in a timely fashion or if such Access Detail Usage Data is not in proper format as previously defined, and if as a result Carrier is delayed in billing the IXC, late payment charges will be payable by Ameritech to Carrier. Late payment charges will be calculated on the total amount of late access usage at the rate of .000493% per day (annual percentage rate of eighteen percent (18%)) compounded daily for the number of days late.
- (e) If Switched Access Summary Usage Data is not submitted to Ameritech in a timely fashion or if it is not in proper format as previously defined and if as a result Ameritech is delayed in billing the IXC, late payment charges will be payable by Carrier to Ameritech. Late payment charges will be calculated on the total amount of late access usage charges at the rate of .000493% per

day (annual percentage rate of eighteen percent (18%)) compounded daily for the number of days late. Excluded from this provision will be any detailed usage records not provided by Ameritech in a timely fashion.

5.3.2 Errors or Loss of Access Usage Data.

- (a) Errors may be discovered by Carrier, the IXC or Ameritech. Each Party agrees to use reasonable efforts to provide the other Party with notification of any discovered errors within two (2) business days of such discovery. All claims by a Party relating to errors or loss of access usage data shall be made within thirty (30) calendar days from the date such usage data was provided to that Party.
- (b) In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data. If such reconstruction is not possible, the Parties shall use a reasonable estimate of the lost data, based on twelve (12) months of prior usage data; provided that if twelve (12) months of prior usage data is not available, the parties shall base the estimate on as much prior usage data that is available; provided, however, that if reconstruction is required prior to the availability of at least three (3) months of prior usage data, the Parties shall defer such reconstruction until three (3) months of prior usage data is available.

6.0 RECIPROCAL COMPENSATION

- 6.1 Subject to the limitations set forth below, Ameritech shall compensate Carrier for the transport and termination of Land to Mobile Local Telecommunications Traffic originated on Ameritech's network and Carrier shall compensate Ameritech for the transport and termination of Mobile to Land Local Telecommunications Traffic originated on Carrier's wireless network. The rates for reciprocal compensation are set forth in Attachment A.
- 6.2 For purposes of defining Local Telecommunications Traffic under this Agreement, the origination point and the termination point on Ameritech's network shall be the End Office Switch serving the calling or called party. The origination point and the termination point on Carrier's network shall be the cell site or base station which services the calling or called party at the time the calls begins.
- 6.3 Ameritech shall expeditiously file this Agreement with the Commission and both Parties shall diligently pursue its approval. The rates set forth in Attachments A and B shall become effective on the day this Agreement is approved by the Commission under Section 252 of the Act ("Rate Effective Date").
- 6.4 Reciprocal Compensation shall not apply to:

- (a) Multi-party Traffic other than as provided in Section 7.2;
- (b) Non-CMRS Traffic;
- (c) Traffic which does not qualify as Local Telecommunications Traffic, including, but not limited to, interMTA traffic;
- (d) Toll-free calls (e.g., 800/888), calls to 900/976,500/700 calls and Information Services Traffic;
- (e) Paging Traffic; and
- (f) Type 1 Traffic.

- 6.5 The calculation of minutes for purposes of Reciprocal Compensation for both parties shall be as follows.

CMRS traffic will be measured by Ameritech at End Office switches or Access Tandem switches. Mobile-to-Land calls will be measured by Ameritech to determine the basis for computing chargeable minutes of use.

For Mobile-to-Land calls over Type 2A and Type 2B facilities, the measurement of minutes of use begins when the terminating Ameritech entry switch receives answer supervision from the terminating end user's End Office Switch, indicating the terminating end user has answered. The measurement of Mobile-to-Land call usage ends when the terminating entry switch receives disconnect supervision from either the terminating end user's end office, indicating the terminating end user has disconnected, or the customer's point of termination, whichever is recognized first by the entry switch.

- 6.6 Mobile to Land Traffic which is not subject to Reciprocal Compensation under this Agreement shall continue to be charged at the rates set forth in the applicable tariff.
- 6.7 Ameritech is not providing to Carrier Type 1 Service in the Land to Mobile direction and Carrier shall not order such service from Ameritech. Carrier may order Type 1 Service in the Mobile to Land direction, and Mobile to Land Type 1 Service shall be provided at the then-existing applicable tariffed rates, terms and conditions.
- 6.8 InterMTA Traffic
- 6.8.1 For the purpose of compensation between Ameritech and Carrier under this Agreement, InterMTA Traffic is subject to the rates stated in Attachment A.
- 6.1.2 As of the Effective Date hereof, the Parties cannot accurately measure the amount of Carrier-to-Ameritech InterMTA traffic delivered by Carrier to Ameritech through the trunks provided for herein. Accordingly, for purposes of this Agreement, the Parties

agree that twelve percent (12%) of the Carrier-to-Ameritech traffic delivered by Carrier to Ameritech through the trunks provided for herein shall be deemed InterMTA traffic. Notwithstanding the foregoing, should either Party provide to the other Party state-specific, Carrier-specific network engineering information, a state-specific, Carrier-specific InterMTA Traffic study, and/or other support in complete and appropriate form (determined in good faith) ("InterMTA Traffic Information"), the Parties shall use such InterMTA Traffic Information to negotiate in good faith a mutually acceptable percentage of Carrier-to-Ameritech traffic delivered by Carrier to Ameritech that is deemed InterMTA traffic. If such InterMTA Traffic Information is provided within ninety (90) days after this Agreement is executed by duly authorized representatives of both Parties, then any revised percentage of Carrier-to-Ameritech traffic deemed InterMTA Traffic, which is derived using such InterMTA Traffic Information, shall be effective as of the date such InterMTA Traffic Information was provided to the other Party, but no earlier than the Effective Date of this Agreement; otherwise, such revised percentage of Carrier-to-Ameritech traffic deemed InterMTA Traffic, which is derived using such InterMTA Traffic Information, shall be effective as of the date such InterMTA Traffic Information was provided in complete and appropriate form (determined in good faith) to the other Party. Any revised percentage of Carrier-to-Ameritech traffic deemed InterMTA Traffic that becomes effective during the Initial Term of this Agreement will remain in effect during the Initial Term hereof. After the expiration of the Initial Term, the percentage of Carrier-to-Ameritech traffic deemed InterMTA Traffic during the Initial Term shall remain in effect thereafter until either Party provides new InterMTA Traffic Information to the other Party. In such case, the Parties shall use the new InterMTA Traffic Information to renegotiate in good faith a new revised percentage of Carrier-to-Ameritech deemed InterMTA Traffic. Renegotiation of the percentage of Carrier-to-Ameritech traffic deemed InterMTA Traffic after the Initial Term shall occur no more frequently than once every twenty-four (24) months.

- 6.8.3 Pursuant to the procedure established in Section 6.8.2 hereof regarding the use of state specific network engineering information, state specific InterMTA traffic studies, and/or other support to establish the percentage of traffic exchanged hereunder deemed InterMTA Traffic, Carrier has provided Ameritech during the negotiation of this Agreement with certain confidential network traffic information relating to Carrier's network architecture, including, but not limited to, information regarding the degree to which toll free services are delivered over separate facilities obtained by Carrier, the degree to which Carrier has established direct connections with other Telecommunications Carriers for its CMRS traffic in the state, and the coverage and nature of Carrier's Telecommunications services in the state. Based on such confidential network traffic information and certain other information otherwise known to Ameritech and notwithstanding the InterMTA Traffic percentage stated in Section 6.8.2, the Parties agree that the revised percentage of Carrier to Ameritech traffic exchanged hereunder deemed to be InterMTA Traffic shall be one percent (1%), which percentage shall be effective during the Initial Term and thereafter until modified as provided in Section 6.8.2.

7.0 SPECIALIZED TRAFFIC

7.1 Transit Service.

7.1.1 Although Ameritech maintains that it is not required under the Telecommunications Act of 1996, Ameritech will provide Transit Service to Carrier on the terms and conditions set forth in this Section 7.0.

7.1.2 Definition. Transit Service means the delivery by Ameritech of Local Telecommunications Traffic originated from Carrier to a third party LEC, ILEC, or CMRS provider.

7.1.3 Terms and Conditions

- (a) Transit Service will be provided only at Ameritech's Tandem switches.
- (b) Carrier acknowledges that it is a Carrier's responsibility to enter into arrangements with each third party LEC, ILEC, or CMRS provider for the exchange of Transit Service to and from Carrier.
- (c) Carrier acknowledges that Ameritech has no responsibility to pay any third party LEC, ILEC, or CMRS provider charges for termination of any Transit Service from Carrier. Ameritech reserves the right to not pay such charges on behalf of Carrier.
- (d) Carrier acknowledges that Ameritech has no responsibility to pay Carrier for traffic which originates from a third party LEC, ILEC or CMRS provider and which Ameritech transports to Carrier.

7.1.4 Payment Terms and Conditions. In addition to the payment terms and conditions contained in other Sections of this Agreement, Carrier shall compensate Ameritech for Transit Service as follows:

- (a) Carrier shall pay Ameritech for transit traffic that Carrier delivers to Ameritech at the rate specified in Attachment B.
- (b) As of the Effective Date of this Agreement Ameritech is not paying any third party LEC, ILEC or CMRS provider for terminating traffic originated by Carrier, and Ameritech has no present intention to do so. If Ameritech is obligated by regulatory authority to pay such charges, Carrier shall pay Ameritech: (i) those charges or costs, including any switched access charges, which such terminating third party LEC, ILEC or CMRS provider levied on Ameritech for the termination of the transited traffic; and (ii) Ameritech's billing and collection costs associated with billing

Carrier for those third party charges not to exceed seven percent (7%) of the billed amount. Nothing in this Agreement requires Ameritech to pay third party carriers on Carrier's behalf.

- (c) Except as described in the formula in Section 4.3, Carrier shall not default bill Ameritech for unidentified traffic terminating to Carrier, unless otherwise provided for in this Agreement.
- (d) While the Parties agree that it is the responsibility of each third party LEC, ILEC or CMRS provider to enter into arrangements to deliver Transit Traffic to Carrier, they acknowledge that such arrangements are not currently in place and an interim arrangement is necessary to ensure traffic completion. Accordingly, until the date on which Carrier has entered into an arrangement with such third party LEC, ILEC or CMRS provider to deliver Transit Traffic to Carrier, Ameritech will deliver and Carrier will terminate Transit Traffic originated from such third party LEC, ILEC or CMRS provider without charge to one another.

7.1.5 Carrier may order direct trunking to end offices at their option. Such trunks will be one-way Mobile-to-Land only.

7.2 Toll Carrier Arrangements.

Where Ameritech delivers to Carrier toll traffic for which Ameritech functions as the Primary Toll Carrier pursuant to a Commission's Primary Toll Carrier Plan or similar plan, Ameritech shall pay to Carrier Carrier's applicable rates. Payment to Carrier will be based on billing records provided to Ameritech by the Secondary ILEC, or by Carrier if billing records from the Secondary ILEC are not available. In order to use Carrier's billing records, Carrier must be able to determine the true originating party of the toll traffic and that Ameritech is the Primary Toll Carrier for that toll traffic.

7.2.1 900/976 Traffic.

Each Party shall be responsible for the charges for 900/976 which originates on its own network. Nothing in this Agreement shall restrict either Party from offering to its Customers the ability to block the completion of such traffic. Ameritech will provide Carrier rated billing information for such calls pursuant to a separately negotiated agreement.

8.0 TRUNKING

8.1 Generally.

Except as otherwise agreed by the Parties, the Parties shall establish one-way trunks between their networks. These trunks shall separately carry Land-to-Mobile and Mobile-to-Land traffic. All trunks shall be provisioned and maintained at a P.01 grade of service.

8.1.1 Carrier shall be responsible for provisioning (and shall bear all costs of) two separate trunk groups between its MSCs and Ameritech's network for Mobile-to-Land traffic. The two trunk groups shall separately carry the following types of traffic:

- (a) a trunk group for traffic from Carrier to Ameritech for Local and intraLATA calls; and
- (b) a trunk group for traffic from Carrier to Ameritech for calls routed to an Interexchange Carrier.

8.1.2 Ameritech shall be responsible for provisioning (and shall bear all costs of) a separate trunk group between its network and Carrier's MSCs for Local, Ameritech-originated Land-to-Mobile traffic.

8.1.3 Where Ameritech and Carrier 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.

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

Carrier's rate is specified in Attachment E. 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 Ameritech originated traffic shall be based upon actual measurements. Nonrecurring charges for joint use of high bandwidth facilities will be split by the two parties based upon the percentage use of the facilities. Carrier initiated nonrecurring charges and rates for work performed relating to such joint use high bandwidth facilities may mirror, but shall not exceed, similar Ameritech nonrecurring charges and rates. Where Carrier has purchased high bandwidth facilities for multiple use, if Ameritech chooses to install duplicative facilities, Ameritech will assume the full cost of such

duplicative facilities. Such facilities must not degrade the quality of the Carrier's high bandwidth facilities.

8.2 NXX Rating Plan

8.2.1 Flexible Rating of NXX Codes

- (a) The flexible rating of NXX codes described in this Section is available only for Type 2 Land to Mobile traffic which is billed under the Standard Billing arrangement ("Covered Traffic"). Carrier may designate a Rate Center for each NXX code assigned to it for Covered Traffic at either: 1) its own premises; or 2) an Ameritech End Office located within the same LATA as Carrier's premises. Carrier may designate as its premises a Carrier MSC, a Carrier cell site or another mutually agreed upon location.
- (b) Where the specified Rate Center is at Carrier's premises or an Ameritech End Office, Ameritech will transport Covered Traffic from the originating End Office Switch to the Carrier's premises without a charge to Carrier. For existing NXX codes where the specified Rate Center is at an Ameritech Tandem, Carrier shall provide transport for Land to Mobile traffic between the tandem and its premises.

8.2.2 Direct Trunking of Mobile to Land Traffic. Ameritech shall transport Covered Traffic to Carrier's MSC, or, in the event Carrier has no MSC in the LATA, to Carrier's designated premises within the LATA. Carrier shall transport traffic in the Mobile to Land direction to Ameritech's tandems.

8.3 Reports.

Carrier may purchase the Type 2 Transit Traffic Distribution

Report-Mobile-to-Land. A report showing traffic originating on Carrier's network and transiting through Ameritech for termination by LECs, ILECs or other CMRS providers.

A sample copy of this report is set forth in Attachment D. Carrier shall not disclose information in these reports, other than to bill and collect compensation from other Carriers, without Ameritech's written consent.

9.0 TERM AND TERMINATION

- 9.1 The initial term of this Agreement shall be three (3) years (the "Initial Term") which shall commence on the Effective Date. At the end of the Initial Term, this Agreement shall automatically renew for one (1) year periods ("Renewal Term"), absent the receipt by one

Party of written notice from the other Party at least one hundred twenty (120) days prior to the expiration of the Initial Term or at any time during any a Renewal Term to the effect that such Party elects not to renew or continue this Agreement.

- 9.2 Notwithstanding the foregoing, upon delivery of written notice at least one hundred twenty (120) days prior to the expiration of the Initial Term or any Renewal Term, either party may require negotiations of the rates, prices and charges, terms and conditions of the services to be provided under this Agreement effective upon such expiration. If the Parties are unable to satisfactorily negotiate such new rates, prices, charges and terms within ninety (90) days of such written notice, either party may petition the appropriate regulatory agency or take such other action as may be necessary to establish appropriate terms. If the Parties are unable to mutually agree on such new rates, prices, charges and terms or the appropriate regulatory agency does not issue its order prior to the applicable expiration date, the Parties agree that the rates, terms and conditions ultimately ordered by such appropriate regulatory agency or negotiated by the Parties will be effective retroactive to such expiration date. Until such time as the appropriate regulatory agency issues its order, the rates, terms and conditions of this Agreement shall control.
- 9.3 Default. When a party believes that the other party is in violation of a term or condition of this Agreement ("Defaulting Party"), it will provide written notice to such Defaulting Party of such violation prior to commencing the dispute resolution procedures set forth in Section 29.0.
- 9.4 Payment. Upon Expiration or Termination. In the case of the expiration or termination of this Agreement for any reason, each of the Parties will be entitled to payment for all services performed and expenses accrued or incurred prior to such expiration or termination.

10.0 BILLING AND PAYMENT

- 10.1 Ameritech and Carrier shall invoice each other on a monthly basis. Both Ameritech and Carrier shall pay the undisputed portion of any invoice within thirty (30) days from the date of the invoice. Undisputed past due amounts shall be assessed a late payment charge in the amount of 0.000493% per day (annual percentage rate of 18%) compounded daily, or the highest rate allowed by law, whichever is lower. If a dispute is resolved against a Party interest shall be due on the past due amount at the rate set forth above. If either party disputes an amount, it must do so in writing to the other party within sixty (60) days from the date of the invoice.
- 10.2 **A Party shall promptly reimburse or credit the other Party for any charges that should not have been billed to the other Party as provided in this Agreement. Such reimbursements shall be set forth in the appropriate section of the invoice.**
- 10.3 A Party shall bill the other Party for any charges that should have been billed to the other Party as provided in this Agreement, but have not been billed to the other Party ("Unbilled Charges"); provided, however, that, except as provided in the Disputes Section, the billing

Party shall not bill for Unbilled Charges which were incurred more than two (2) years prior to the date that the billing Party transmits a bill for any Unbilled Charges.

- 10.4 The invoice for Reciprocal Compensation payment from Carrier must contain substantive detail comparable to the monthly billing invoice provided to Carrier by Ameritech.

11.0 GENERAL RESPONSIBILITIES OF THE PARTIES

11.1 Cooperation

The Parties shall exchange technical descriptions and forecasts of their Interconnection and traffic requirements in sufficient detail necessary to establish the Interconnection required to assure traffic completion to and from all Customers in their respective designated service areas.

11.2 Non-Binding Forecasts.

Thirty (30) days after the Effective Date and each quarter during the term of this Agreement, each Party shall provide the other Party with a rolling, six (6) calendar month, nonbinding forecast of its traffic and volume requirements for the Services provided under this Agreement in the form and in such detail as agreed by the Parties.

11.3 Binding Forecasts.

The Parties acknowledge that Ameritech and Carrier already have established connections between their networks which accommodate current traffic levels and that neither Party can foresee unusual changes in historic traffic growth patterns. Accordingly, binding forecasts shall not be required under this Agreement unless a Party reasonably anticipates a twenty percent (20%) change in traffic volumes between their networks over a six (6) month period (an "Extraordinary Change")- In the event that either Party reasonably anticipates an Extraordinary Change, then upon advanced written notice provided by either Party, the Parties shall enter into negotiations to establish a forecast (a "Binding Forecast") that commits the terminating carrier to use and the originating carrier to provide Interconnection Facilities to be utilized as set forth in such Binding Forecast. The Parties shall negotiate the terms of such Binding Forecast in good faith and may include in such Binding Forecast provisions regarding price, quantity, liability for failure to perform under a Binding Forecast and any other terms desired by the Parties.

11.4 Facilities.

Each Party is individually or jointly responsible to provide facilities within its network for routing, transporting and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in industry standard format and to terminate the traffic it receives in that standard format

to the proper address on its network. Such facility shall be designed based upon the description and forecasts provided under Sections 11.1, 11.2 and, if applicable, 11.3. 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.

11.5 Network Management.

11.5.1 Parties will agree to follow network management standards set forth in Ameritech's intrastate Access Tariff, MPSC Tariff No. 20. Each party will cooperate to employ characteristics and methods of operation that will minimize interference with or impairment of the service of any facilities of the other or any third parties connected with the network of the other.

11.5.2 Each Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward the other Party's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.

11.5.3 The Parties shall cooperate and share preplanning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on each Party's network.

11.5.4 Neither Party shall use any Services provided in this Agreement in any manner that interferes impairs the quality of service to other carriers or to either Party's Customers, causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing equipment (individually and collectively, a "Network Harm"). If a Network Harm shall occur or if a Party reasonably determines that a Network Harm is imminent, such Party shall, where practicable, notify the other Party that temporary discontinuance or refusal of service may be required; provided, however, wherever prior notice is not practicable, such Party may temporarily discontinue or refuse service forthwith, if such action is reasonable under the circumstances. In case of such temporary discontinuance or refusal, such Party shall:

- (a) Promptly notify the other Party of such temporary discontinuance or refusal;
- (b) Afford the other Party the opportunity to correct the situation which gave rise to such temporary discontinuance or refusal; and
- (c) Inform the other Party of its right to bring a complaint to the Commission or FCC.

11.5.5 Carrier and Ameritech shall work cooperatively to install and maintain a reliable network. Carrier and Ameritech shall 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.

11.6 Sole Responsibility.

Each Party is solely responsible for the Services it provides to its Customers and to other Telecommunications Carriers.

11.7 Fraud.

The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

11.8 NXX Codes.

Each Party is responsible for administering NXX codes assigned to it.

11.9 LERG Listings.

Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of Common Language Location Identification ("CLLT") codes assigned to its switches. Each Party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide all required information to Bellcore for maintaining the LERG in a timely manner.

11.10 Systems Update.

Each Party shall program and update its own systems to recognize and route traffic to and from the other Party's assigned NXX codes. Except as mutually agreed or as otherwise expressly defined in this Agreement, neither Party shall impose any fees or charges on the other Party for such activities.

11.11 Insurance.

At all times during the term of this Agreement, each Party shall keep and maintain in force at that Party's expense all insurance required by law, general liability insurance and worker's compensation insurance. 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).

12.0 INDEMNIFICATION

12.1 General Indemnity Rights.

Each Party (the "Indemnifying Party") shall defend and indemnify the other Party, its officers, directors, employees and permitted assignees (collectively, the "Indemnified Party") and hold such Indemnified Party harmless against:

- (a) any Loss to a third party arising out of the negligence or willful misconduct by such Indemnifying Party, its agents, its Customers, contractors, or others retained by such parties, in connection with its provision of services under this Agreement;
- (b) any Loss arising from such Indemnifying Party's use of services offered under this Agreement, involving:
 - (1) Claims for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party's own communications or the communications of such Indemnifying Party's Customers; or
 - (2) Claims for infringement of any Intellectual Property right of a third party to the extent that such Loss arises from an Indemnified Party's or an Indemnified Party's Customer's use of a service provided under this Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply in the case of (i) (A) any use by an Indemnified Party of a service (or element thereof) in combination with elements, services or systems supplied by the Indemnified Party or persons other than the Indemnified Party or (B) where an Indemnified Party or its Customer modifies or directs the Indemnifying Party to modify such service and (ii) no infringement would have occurred without such combined use or modification; and

- (c) Any Loss arising from such Indemnifying Party's failure to comply with applicable law, other than the Act or applicable FCC or Commission rules.

12.2 Customer Losses.

In the case of any Loss alleged or made by a Customer of either Party, the Party whose Customer alleged or made such Loss shall be the Indemnifying Party under Section 12.1 and the other Party shall be the Indemnified Party.

12.3 Indemnification Procedures.

Whenever a claim shall arise for indemnification under this Section, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request 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 the extent that such failure prejudices the Indemnifying Party's ability to defend such claim. The Indemnifying Party shall have the right to defend against such liability or assertion in which event the Indemnifying Party shall give, within ninety (90) days of its receipt of a request to defend same, written notice to the Indemnified Party of acceptance of the defense of such claim and the identity of counsel selected by the Indemnifying Party. Until such time as the Indemnifying Party provides such written notice of acceptance of the defense of such claim, the Indemnifying Party shall defend such claim, subject to any right 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. 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. 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. 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 relevant Indemnified Party against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnified Party shall 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 all shall be entitled to employ separate counsel for such defense at such Indemnified Party's expense. If the Indemnifying Party does not accept the defense of any indemnified claim as provided above, the relevant Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. 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.

13.0 LIMITATION OF LIABILITY

- 13.1 Each Party shall be responsible only for service(s) and facility(ies) 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 services and facilities provided by the other Party, its agents, subcontractors, or others retained by such parties. No Party shall be liable for any act or omission of another Telecommunications Carrier (other than Affiliate) providing a portion of a service.
- 13.2 Except for indemnity obligations under this Agreement, each Party's liability to the other Party for any Loss relating to or arising out of any negligent act or omission in its performance of this Agreement, whether in contract, tort, or otherwise, shall be limited to the total amount that is or would have been charged to the other Party by such negligent or breaching Party for the service(s) or function(s) not performed or improperly performed.
- 13.3 In no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including but not limited to loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages; provided, that the foregoing shall not limit a Party's obligation under Section 10.0 to indemnify, defend and hold the other Party harmless against any amounts payable to a third party, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorney's fees) and Consequential Damages of such third party.
- 13.4 Each Party shall provide in its tariffs and contracts with its Customers that relate to any Telecommunications Service provided or contemplated under this Agreement that hi no case shall such Party or any of its suppliers, contractors or others retained by such Party be liable to any Customer or third party for (i) any Loss relating to or arising out of the provision of the Telecommunications Service, whether in contract, tort, or otherwise that exceeds the amount such Party would have charged the applicable Customer for the service(s) or function(s) that give rise to such Loss and (ii) any Consequential Damages (as defined in this Agreement.)

14.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, OR AN APPLICABLE TARIFF, IF ANY, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT AND THE PARTIES DISCLAIM THE

IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE.

15.0 REGULATORY APPROVAL

15.1 Commission Approval

Carrier understands that Ameritech will file this Agreement with the Commission and it may thereafter be filed with the FCC. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252 of the Act without modification. If the Commission or the FCC rejects any portion of this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion; provided that such rejected portion shall not affect the validity of the remainder of this Agreement. The Parties acknowledge that nothing in this Agreement nor its filing with any regulatory agency shall limit a Party's ability, independent of such Party's agreement to support and participate in the approval of this Agreement, to assert public policy issues relating to the Act.

16.0 AUTHORIZATION

- 16.1 Ameritech represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the state of Michigan, that SBC Telecommunications, Inc. has full power and authority to execute and deliver this Agreement as agent for Ameritech, and that Ameritech has full power and authority to perform its obligations hereunder.
- 16.2 Carrier represents and warrants that New Par, d/b/a Verizon Wireless is a limited partnership duly organized, validly existing and in good standing under the laws of the state of Delaware, and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and that Muskegon Cellular Partnership d/b/a Verizon Wireless is a limited partnership duly organized, validly existing and in good standing under the laws of the District of Columbia, and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

17.0 COMPLIANCE

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

18.0 INDEPENDENT CONTRACTOR

Each Party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties. Each Party and each Party's contractor shall be solely responsible for the withholding or payment of all applicable federal, state and local income taxes, social security taxes and

other payroll taxes with respect to their employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

19.0 FORCE MAJEURE

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

20.0 CONFIDENTIALITY

- 20.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a "Disclosing Party") that is furnished or made available or otherwise disclosed to the other Party or any of such other Party's employees, contractors, agents or Affiliates (its "Representatives" and with a Party, a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be marked "Confidential" or "Proprietary" or by other similar notice, and, if oral or visual, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or was independently developed by the receiving party, or was already in the public domain, or is explicitly agreed in writing not to be regarded as confidential, it (a) shall be held in confidence by each Receiving Party; (b) shall be disclosed to only those Representatives who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used only for such purposes; and (c) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law only in accordance with Section 18.2.
- 20.2 If any Receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as

possible and prior to such disclosure. The Disclosing Party may then either seek appropriate protective relief from all or part of such requirement or, if it fails to successfully do so, it shall be deemed to have waived the Receiving Party's compliance with this Section with respect to all or part of such requirement. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to obtain.

- 20.3 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.

21.0 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Michigan without reference to conflict of law provisions, except insofar as the Act or the FCC's rules and regulations may control any aspect of this Agreement.

22.0 TAXES

- 22.1 Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees, surcharges, penalties or interest ("Taxes") levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such Taxes) and neither shall be responsible for any Tax on the other Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide said resale exemption certificate will result in no exemption being available to the purchasing Party for any charges invoiced prior to the date such exemption certificate is furnished.
- 22.2 If any taxing authority seeks to collect any such Tax that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence

between the purchasing Party and the taxing authority. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such Tax, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery. If it is ultimately determined that any additional amount of such a Tax is due to the imposing tax authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon. Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any Tax, interest and penalties thereon, or other charges or payable expenses (including reasonable attorneys fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such Tax. Each Party shall notify the other party in writing of any assessment, proposed assessment or other claim for any additional amount of such a Tax by taxing authority; such notice to be provided, if possible, at least twenty (20) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than ten (10) days after receipt of such assessment, proposed assessment or claim.

- 22.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such Tax, the Parties shall consult with respect to the imposition and billing of such Tax and with respect to whether to contest the imposition of such Tax. Notwithstanding the foregoing, the providing Party may continue to bill any such Tax, unless the purchasing Party provides an opinion of a recognized tax counsel stating that it is more likely than not that such Tax is not applicable, and that the purchasing Party's position, would prevail in a contest to the imposition of such Tax. In any challenge by a taxing authority arising from such determination of the purchasing Party, the indemnification provisions of Section 12.2 shall apply.
- 22.4 In any contest of a Tax by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

23.0 NON-ASSIGNMENT

Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party; provided that each Party may assign this Agreement to a corporate Affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted

is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

24.0 NON-WAIVER

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

25.0 INTERVENING LAW

- 25.2 In the event that any of the rates, terms and/or conditions herein, or any of the laws or regulations that were the basis or rationale for such rates, terms and/or conditions in the Agreement, are invalidated, modified or stayed by any action of any state or federal regulatory or legislative bodies or courts of competent jurisdiction, including but not limited to any decision by the Eighth Circuit relating to any of the costing/pricing rules adopted by the FCC in its First Report and Order, *In re: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, 11 FCC Rcd 15499 (1996)(e.g., Section 51.501, et seq.), upon review and remand from the United States Supreme Court, in *AT&T Corp. v. Iowa Utilities Bd.*, 525 U.S. 366 (1999) (and on remand *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000) or *Ameritech v. FCC*, 526 U.S. 1142 (1999), upon the written request of either Party, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement.
- 25.3 Without limiting the general applicability of the foregoing, the Parties acknowledge that on January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Bd.*, 525 U.S. 366 (1999) (and on remand, *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000)) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999). In addition, the Parties acknowledge that on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (el. November 24, 1999), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). The Parties further acknowledge that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Inter-carrier*

Compensation for ISP-bound Traffic (the "ISP Intercarrier Compensation Order.") By executing this Agreement and carrying out the intercarrier compensation rates, terms and conditions herein, Telco does not waive any of its rights, and expressly reserves all of its rights, under the ISP Intercarrier Compensation Order, including but not limited to its right to exercise its option at any time in the future to invoke the Intervening Law or Change of Law provisions and to adopt, on a date specified by Telco, 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. The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights, remedies, or arguments with respect to such decisions and any remand thereof, including its right to seek legal review or a stay pending appeal of such decisions or its rights under this Intervening Law paragraph.

26.0 PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS

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

27.0 NOTICES

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

To Carrier:

Verizon Wireless
1300 I Street, N.W., Street 400 West
Washington, D.C. 20005
Attn: Charon Harrise
202-589-3777
Fax: 202-589-3750
With a copy to:

Verizon Wireless
2785 Mitchell Drive MS 7-1
Walnut Creek, California 94596
Attn: John Clampitt
925-279-6266
Fax: 925-279-6621

To Ameritech:

Contract Administration
ATTN: Notices Manager
311 S. Akard St.,
9th Floor, Four SBC Plaza
Dallas, TX 75202-5398
214-464-6776
Fax: 214-464-2006

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

28.0 JOINT WORK PRODUCT

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

29.0 NO THIRD PARTY BENEFICIARIES; DISCLAIMER OF AGENCY

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

30.0 SURVIVAL

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

31.0 DISPUTES

31.1 Disputed Amounts.

- 31.1.1 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall within sixty (60) days of its receipt of the invoice containing such disputed amount give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item, provided, however, that a failure to provide such notice by that date shall not preclude a Party from subsequently challenging billed charges. The Non-Paying Party shall pay when due (i) all undisputed amounts to the Billing Party and (ii) all Disputed Amounts into an interest bearing escrow account with a third party escrow agent mutually agreed upon by the Parties. Notwithstanding the foregoing, a Party shall be entitled to dispute only those charges for which the Bill Due Date was within the immediately preceding twelve (12) months of the date on which the other Party received notice of such Disputed Amounts.
- 31.1.2 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within sixty (60) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives; however all reasonable requests for relevant information made by one Party to the other Party shall be honored.
- 31.1.3 If the Parties are unable to resolve issues related to the Disputed Amounts within forty-five (45) days after that Parties' appointment of designated representatives pursuant to Section 31.1.2, then either Party may file a complaint with the Commission or FCC to resolve such issues or proceed with any other remedy pursuant to law or equity. The Commission or the FCC may direct release of any or all funds (including any accrued interest) in the escrow account, plus applicable late fees, to be paid to either Party.
- 31.1.4 The Parties agree that all negotiations pursuant to this Section shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.
- 31.1.5 Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the rates set forth in Section 8.1.

32.0 DISPUTE ESCALATION AND RESOLUTIONS

Except as otherwise provided herein, any dispute, controversy or claim (individually and collectively, a "Dispute") arising under this Agreement shall be resolved in accordance with the procedures set forth in this Section 31.2. In the event of a Dispute between the Parties relating to this Agreement and upon the written request of either Party, each of the Parties shall appoint a designated representative who has authority to settle the Dispute

and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Dispute and negotiate in good faith in an effort to resolve such Dispute. The specific format for such discussions will be left to the discretion of the designated representatives; however, all reasonable requests for relevant information made by one Party to the other Party shall be honored. If the Parties are unable to resolve issues related to a Dispute within thirty (30) days after the Parties' appointment of designated representatives as set forth above, a Party may (i) bring an action in an appropriate Federal district court, (ii) file a complaint with the FCC pursuant to Section 207 or 208 of the Act, (iii) seek a declaratory ruling from the FCC, (iv) file a complaint in accordance with the rules, guidelines and regulations of the Commission or (v) seek other relief under applicable law.

33.0 PRIOR AGREEMENT

There is currently in effect an "Interconnection Agreement for a Wireless System Under Sections 251 and 252 of the Telecommunications Act of 1996" dated October 28, 1999, between Ameritech Michigan and AirTouch Cellular, Inc. n/k/a Verizon Wireless, as amended ("Prior Agreement"). The Prior Agreement shall remain in full force and effect until this Agreement is approved by the Commission, at which time the rates in this Agreement shall go into effect and the Prior Agreement shall automatically terminate and shall be superseded by this Agreement.

34.0 ENTIRE AGREEMENT

The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein, which are incorporated into this Agreement by this reference, constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. From the Rate Effective Date, the Prior Agreement shall be superseded and revoked and shall have no further force or effect. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by an officer of each Party.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties on the date set forth above.

New Par d/b/a Verizon Wireless by Verizon Wireless (VAW) LLC, its General Partner Michigan Bell Telephone Company d/b/a Ameritech Michigan

By SBC Telecommunications, Inc., its authorized agent

By: Edward A. Salas
(Signature)

Name: Edward A. Salas

Vice President – Network Planning

Date: 3/14/2002

Muskegon Cellular Partnership d/b/a Verizon Wireless by Verizon Wireless (VAW) LLC, its General Partner

By: Carla Rowland
(Signature)

Name: Carla Rowland

f President – Industry Markets

Date: MAR 15 2002

By: Edward A. Salas
(Signature)

Name: Edward A. Salas

Vice President – Network Planning

Date: 3/14/2002

facilitate its own internal record-keeping and to inform third parties who come into possession of this Agreement that SBC Ameritech Michigan believes such provisions to be Non-Voluntary Arrangements that are not or may not be available in any state other than the state that originally imposed/required such Non-Voluntary Arrangement. SBC Ameritech Michigan's failure to specifically identify any provision in this Agreement that is in fact a Non-Voluntary Arrangement does not constitute a waiver of SBC Ameritech Michigan's right to assert that such provision is a Non-Voluntary Arrangement.

Verizon Wireless's consent to permit SBC Ameritech Michigan to designate what SBC Ameritech Michigan believes to be Non-Voluntary Arrangements in this Agreement does not constitute agreement with SBC Ameritech Michigan that such provisions were arrived at without the voluntary agreement of SBC Ameritech Michigan or Verizon Wireless's agreement that SBC Ameritech Michigan's view of the legal consequence of a provision being a Non-Voluntary Arrangement is correct. Verizon Wireless expressly reserves its right to challenge SBC Ameritech Michigan's designation of any and all provisions of this agreement as Non-Voluntary Arrangements and the availability of such provisions under Section 252(i) of the Act and the conditions of SBC's merger with Ameritech.

Attachment A

Reciprocal Compensation Rates

<u>Mobile to Land</u>	<u>Per Minute Of Use</u>
End Office Switching:	\$.001004
Tandem Switching:	\$.000262
Tandem Transport:	\$.000175
	<u>Per Minute/Per Mile</u>
Tandem Transport Facility Mileage: (Distance measured from Ameritech Tandem to end office)	\$.000002
<u>Land to Mobile</u>	
<u>2A Rate (Tandem plus End</u>	<u>\$.001441</u>
<u>Office)</u>	
	<u>Plus the average mileage</u>
	<u>billed for mobile-to-land</u>

InterMTA Traffic Rate

InterMTA Rate (to be paid per Conversation MOU to Telco by Carrier on
applicable Carrier to Telco InterMTA calls):

\$.0055190

Attachment B
Transit Traffic Charges

Per Minute of Use

Calls originating on Carrier's network and terminating to another Carrier's network and transiting Ameritech's network	\$0.005177
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Attachment C
Report Charges

Type 2 Transit Traffic Report Mobile-to-Land per report, per ACNA, per State, per month	\$ 100.00
Additional Copies	no charge

Attachment D
Type 2 Transit Traffic Report Mobile-to-Land

Telecommunications Carrier	MOU
General Tel	2,575
Century	16,597
Deerfield Farmers	75,996
Spring-CENTEL	467,260
Lennon	35,746

Customer ACNA _____
Year/Month _____
State _____

Attachment E
High Bandwidth Shared Facility Charges
(pursuant to Section 8.1.4 of the Agreement)

Detroit LATA, Rate per DS1 equivalent:

\$53.31¹

Saginaw, Grand Rapids and Lansing LATAs, Rate per DS1 equivalent:

\$43.86²

¹ Based upon Verizon Wireless' High Bandwidth Facilities in service in the Detroit LATA.

² Based upon Verizon Wireless' High Bandwidth Facilities in service in the Saginaw, Grand Rapids, and Lansing LATAs.

APPENDIX SS7 (WIRELESS)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for non-discriminatory access to the Common Channel Signaling/Signaling System 7 (CCS/SS7) signaling network provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and Carrier. CCS/SS7 is comprised of Dedicated Signaling Links, Signaling Link Transport and Signaling Transfer Points (STP). In addition, this Appendix provides for CCS/SS7 functionality and translations to support SS7 based services and applications.
- 1.2 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 Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, SBC-13STATE means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, SBC-12STATE means the applicable above listed ILECs doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 As used herein, SBC-7STATE means the applicable above listed ILECs doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.6 As used herein, SBC-2STATE means the applicable above listed ILECs doing business in California and Nevada.
- 1.7 As used herein, SBC-SWBT means the applicable above listed ILECs doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.8 As used herein, SBC-AMERITECH means the applicable above listed ILECs doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.9 As used herein, PACIFIC means the applicable above listed ILECs doing business in California.

2. SERVICE DESCRIPTION

2.1 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 SNET and Carrier will be on an individual case basis (ICB) due to the individual architectures of both Carrier and SNET signaling networks and unique requirements of the individual parties.

2.2 SS7 Transport

2.2.1 SS7 as defined in this Appendix, provides for the transporting of call setup (i.e. ISUP) signaling to each end-office subtended from the tandem in the LATA in which the interconnection occurs as outlined in this Agreement. SS7 Transport of SS7 Global Access or SS7 Access as defined in the SBC-12STATE below outlines the requirements for interLATA signaling.

2.2.2 SS7 Transport provides for the routing and screening of SS7 messages from an SBC-7STATE pair of STPs (i.e., a mated pair) to another SBC-7STATE pair of STPs. In the SBC-AMERITECH, due to the fact that state gateway STPs are not interconnected, SS7 Transport provides for the routing and screening of SS7 messages from a SBC-AMERITECH pair of designated Gateway STPs (i.e., a mated pair) to another SBC-AMERITECH pair of STPs within the same state only. The screening of messages provides for Carrier designation of signaling points associated with the Carrier and controls which messages may be allowed by the SBC-12STATE STP pairs. The routing of messages provides for the transfer of a complete message between signaling links, and for a Global Title Translation (GTT) of the message address, if needed.

2.2.3 SS7 Transport provides routing of messages for all parts of the SS7 protocol. These messages may support other applications and services such as, CLASS services, Message Waiting services, Toll Free Database services, Line Information Data Base (LIDB) Services, Calling Name (CNAM) Database services, Advanced Intelligent Network (AIN) services and Telecommunications Industry Association Interim Standard-41 (IS-41) services. SS7 Transport will route messages to the global title address or to the signaling point code address of the message based on the translation information of SBC-12STATE's STP.

2.3 Dedicated Signaling Links

2.3.1 Dedicated Signaling Links provide interconnection to SBC-12STATE's signaling network. Each signaling link is a set of dedicated 56Kbps (or higher speed) transmission paths between Carrier STPs or switches and the SBC-12STATE STP mated pair. The Carrier designated Signaling

Points of Interconnection (SPOI) are at SBC-7STATE's STP, an SBC-7STATE serving wire center or are collocated in an SBC-12STATE wire center. In SBC-AMERITECH the SPOI is always collocated in the SBC-AMERITECH STP serving office. This means of collocation is required in SBC-AMERITECH for access to the SBC-AMERITECH STP. The links are fully dedicated to the use of Carrier and provide the screening and routing usage for the SBC-12STATE STP to which the link is connected. Dedicated Signaling Links are available to Carriers for their use in furnishing SS7-based services or applications to their end users or other users of SS7 signaling information.

2.4 Dedicated Signaling Links include the following elements:

2.4.1 SS7 Link Cross Connect

2.4.1.1 The SS7 Link Cross Connect provides a DS-0 or DS1 connection in the SBC-12STATE STP building and connects the STP Port Termination to the Carrier SPOI.

2.4.2 STP Port Termination

2.4.2.1 The STP Port Termination is the physical termination of the signaling link (i.e. 56 kbps circuit) at an SBC-12STATE STP. A STP Port Termination is used for each 56 kbps SS7 Link Cross-Connect terminated at an SBC-12STATE STP.

2.4.3 STP Access Link

2.4.3.1 The STP Access Link provides a 56-kilobit per second digital facility when Carrier requires an interoffice facility to connect from the Carrier SPOI to the STP building location.

2.5 The Carrier shall provide the portion of the signaling link from the Carrier premises within the LATA to the SBC-12STATE STP location or the Carrier SPOI. Carrier shall identify the DS1 or channel of a DS1 that will be used for the signaling link.

2.6 Carrier shall identify to SBC-12STATE the facility and channel to which the SS7 Link Cross Connect shall connect. If the facility does not terminate in the STP location SBC-12STATE shall provide a transport facility referred to as the STP Access Link. The STP Access Link will connect to the DS-0 cross connect at the STP location.

2.7 When Carrier uses an alternative DS1 facility or arranges, or agrees to allow, a physical degree of diversity or performance that is not in accordance with the specifications of Telcordia technical publication, GR-905-CORE, Carrier

acknowledges that the performance and reliability of the SS7 protocol may be affected and the performance and reliability standards described in GR-905-CORE may be disqualified.

- 2.8 Dedicated Signaling Links are subject to SBC-12STATE compatibility testing and certification requirements pursuant to the Network Operations Forum Reference Document, GR-905-CORE and SBC-12STATE Technical Publication, TP76638. In the SBC-AMERITECH Technical Publication AM-TR-OAT-000069 will apply in addition to the documents referenced above. In SBC-2STATE PUB L-780023-SBC-2STATE may be substituted for TP76638 and first interconnections to PACIFIC's signaling network per Carrier and per signaling point type of equipment will require completion of PACIFIC's CCS/SS7 interconnection questionnaire. Each individual set of links from Carrier switch to SBC-12STATE STP will require a pre ordering meeting to exchange information and schedule testing for certification by SBC-12STATE.
- 2.9 Dedicated Signaling Links Technical Requirements
 - 2.9.1 Dedicated Signaling Links will perform in the following two ways:
 - 2.9.1.1 as an "A-link", which is a connection between a switch and a home signaling transfer point (STP) mated pair; and
 - 2.9.1.2 as a "B-link" or "D-link," which is an interconnection between STPs in different signaling networks.
 - 2.9.2 When Carrier provides its own switch or STP, Carrier will provide DS1 (1.544 Mbps) interfaces at the Carrier-designated SPOIs. DS1 transport to the SPOI can be provided for, as previously indicated, via existing transport facilities or through Carrier purchase of an SBC-12STATE dedicated transport facility, previously referred to as the "Access Connection". Each 56 Kbps transmission path will appear as a DS0 channel on the DS1 interface.
 - 2.9.3 In each LATA in which Carrier desires Dedicated Signaling Links for interconnection to the SBC-12STATE SS7 Signaling Network, Carrier must purchase dedicated signaling links to each STP of a mated pair of STPs.
 - 2.9.4 Carrier assumes the responsibility to ensure diverse routing of Carrier signaling links from Carrier switch to Carrier SPOI. SBC-12STATE will provide the same amount of diversity as it provides to itself in terms of diverse routing of interoffice facilities, should such facilities be necessary.

2.9.5 When Carrier requests that SBC-12STATE add a Signaling Point Code (SPC), Carrier will identify to SBC-STATE the SPCs associated with the Carrier set of links.

2.9.6 Carrier will notify SBC-12STATE in writing thirty (30) Days in advance of any material change in Carrier's use of such SS7 signaling network, including but not limited to any change in Carrier SS7 Dedicated Signaling Links, SS7 Transport and/or STP.

2.10 Signaling Transfer Points (STPs)

2.10.1 The STP element is a signaling network function that includes all of the capabilities provided by the STP switches which enable the exchange of SS7 messages between switching elements, database elements and signaling transfer point switches via associated signaling links. STP includes the associated link interfaces.

2.10.2 The STP routes signaling traffic generated by action of Carrier to the destination defined by the SBC-12STATE's signaling network. Integrated services digital network user (ISUP) and Translational Capabilities Application Part (TCAP) signaling traffic addressed to SPs associated with Carrier set of links will be routed to Carrier.

2.10.3 SS7 Transport will apply to SS7 messages transported on behalf of Carrier from an SBC-12STATE designated STP pair to a to an SBC-12STATE STP pair located in a different LATA. In SBC-AMERITECH this arrangement will only be provided for STPs located in the same state. In SBC-7STATE, the rate, per octet, will apply to octets comprising ISUP and TCAP messages. In SBC-AMERITECH the Signal Switching and Signal Transport rates will apply to ISUP and TCAP messages. In SBC-2STATE, SS7 transport is not available. However, transit signaling provides the ability for an interconnecting network (ICN) to pass signaling information through the SBC-2STATE network to a third party without requiring a trunking connection by a third party with SBC-2STATE.

2.11 STP Technical Requirements

2.11.1 STPs will provide signaling connectivity to the SBC-12STATE SS7 network.

2.11.2 The Parties will indicate to each other the signaling point codes and other screening parameters associated with each Link Set ordered by Carrier at the SBC-12STATE STPs, and where technically feasible, each Party will provision such link set in

accordance with these parameters. Carrier may specify screening parameters so as to allow transient messages to cross the SBC-12STATE SS7 Network. The Parties will identify to each other the GTT type information for message routing. Carrier will pay a non-recurring charge when Carrier requests SBC-12STATE add GTT type information for message routing.

2.12 Interface Requirements

2.12.1 SBC-12STATE will provide STP interfaces to terminate A-links, B-links, and D-links.

2.12.2 Carrier will designate the SPOI for each link. Carrier will provide a DS1 or higher rate transport interface at each SPOI. SBC-12STATE will provide intraoffice diversity to the same extent it provides itself such diversity between the SPOIs and the SBC-12STATE STPs.

2.12.3 SBC-12STATE will provide intraoffice diversity to the same extent it provides itself such diversity between the SPOIs and the SBC-SWBT STPs.

3. MANNER OF PROVISIONING

3.1 The following describes the manner of provisioning for SS7 services. Each Party will work cooperatively with the other Party and will each provide knowledgeable personnel in order to provision, test and install SS7 Service in a timely fashion.

3.2 SS7 Transport

3.2.1 Carrier shall use SS7 Transport subject to the screening and routing information of the SBC-12STATE STPs. SBC-12STATE shall provide information to Carrier on the routes and signaling point codes served by the SBC-12STATE STPs. SS7 Transport shall route ISUP messages for the purpose of establishing trunk voice paths between switching machines.

3.2.2 SS7 Transport shall route TCAP queries, when feasible, pursuant to the SS7 Protocol to the SBC-12STATE "regional" STP pair that directly serves the database of the TCAP message. SS7 Transport shall route TCAP responses from an SBC-12STATE "regional" STP pair to another SBC-12STATE STP pair.

3.2.3 SS7 Transport provides a signaling route for messages only to signaling points to which SBC-12STATE has a route. SS7 Transport does not include the provision of a signaling route to every possible signaling point. When SBC-12STATE does establish a route to a signaling point in a

mated pair of STPs, the route may not be available to other SBC-12STATE pairs of STPs, until ordered. When SBC-12STATE or Carrier, pursuant to a service order, arranges to establish a route to a signaling point, such route to the other signaling point or other signaling network will be used by all signaling points within, and connected to, the SBC-12STATE signaling network pursuant to the standard requirements of the SS7 protocol.

- 3.3 Disputes concerning the association of a signaling point among specific link sets associated with a SBC-12STATE mated STP will be resolved by consultation with the signaling point owner, as defined in the Local Exchange Routing Guide (LERG), Section 1, assignment of SPC.

3.4 Dedicated Signaling Links

- 3.4.1 Carrier shall designate the signaling points and signaling point codes associated with Carrier. Carrier shall provide such information to SBC-12STATE to allow SBC-12STATE to translate SBC-12STATE STPs. The information shall define the screening and routing information for the signaling point codes of Carrier and may include global title address, translation type and subsystem designations as needed.

- 3.4.2 Signaling links from SBC-12STATE mated pairs of STPs shall connect to Carrier premises within the same LATA. A set of links can be either:

3.4.2.1 "A" Link Sets from Carrier's Signaling Point (SP)/Service Switching Point (SSP). A minimum of two links will be required, one from the SP/SSP to each STP; or,

3.4.2.2 "B" Link Sets from Carrier's STPs that are connected to SBC-12STATE's mated pair of STPs. A minimum of four links will be required (i.e. a "quad") between the two pairs of STPs. (This same arrangement is sometimes referred to as a set of "D" links.)

- 3.4.3 A STP Port Termination and SS7 Link Cross Connect is required for each 56-kbps access link utilized for the Service. STP locations are set forth in the National Exchange Carrier Association, Inc. (NECA) Tariff FCC No. 4.

- 3.4.4 A pre-order meeting will define the SBC-12STATE facility availability and the degree of diversity in both the SBC-12STATE physical network and the Carrier physical network from signaling point to signaling point for the link.

- 3.4.5 When Carrier requires a STP Access Link, Carrier and SBC-12STATE shall jointly negotiate the degree of diversity provided among and between

multiple dedicated signaling links. The negotiation shall consider the requirements of the SS7 standard protocol, the degree of diversity available in each network and the possible alternatives.

- 3.4.6 All applicable signaling point codes for each signaling link must be installed at each of SBC-12STATE's interconnecting STPs.
- 3.4.7 Call set-up times may be adversely affected when Carrier, using SS7 signaling, employs Intermediate Access Tandems (IATs) in its network. SBC-12STATE makes no warranties with respect to call set-up times when multiple STP pairs are involved or when the signaling traffic is exchanged between two non-SBC-12STATE signaling points.
- 3.4.8 Provisioning of the SS7 Service is in accordance with SBC-7STATE TP76638 SBC-AMERITECH AM-TR-OAT-000069 and GR-905-CORE, as amended or SBC-2STATE PUB L780023-SBC-2STATE.

3.5 Use of the STP

- 3.5.1 When Carrier orders SBC-12STATE unbundled Local Switching, the use of the STP shall apply. No order or provisioning by Carrier is needed. The SBC-12STATE Local Switch will use the SBC-12STATE SS7 signaling network.

4. RESPONSIBILITIES OF SBC-12STATE

- 4.1 SBC-12STATE shall manage the network and, at its sole discretion, apply protective controls. Protective controls include actions taken to control or minimize the effect of network failures or occurrences, which include, but are not limited to, failure or overload of SBC-12STATE or Carrier facilities, natural disasters, mass calling or national security demands.
- 4.2 SBC-12STATE shall determine the GTT route for messages routed to GTT, which are associated with SBC-12STATE signaling points.
- 4.3 SBC-12STATE shall define regional functions and local functions of its STPs. SBC-12STATE will route ISUP messages within the SBC-12STATE signaling network, subject to technical feasibility. Capacity limitations shall define a temporary technical infeasibility until the capacity limit can be resolved.
- 4.4 SBC-12STATE shall route messages generated by the action of Carrier throughout the SBC-12STATE signaling network as specified within this Appendix. The content of the messages is for the use of signaling points of origination and destination. SBC-12STATE will not use any information within messages for any purpose not required by or related to the use of the SBC-12STATE signaling network. SBC-12STATE will not divulge any message or

any part of messages generated by Carrier to any other party, except as required to manage the SBC-12STATE signaling network or as may be required by law.

5. RESPONSIBILITIES OF CARRIER

- 5.1 Carrier shall provision the signaling links at Carrier's premises and from Carrier's premises to SBC-7STATE's STP location in a diverse, reliable and technically feasible manner. Carrier shall identify to SBC-12STATE the SPC(s) associated with the Carrier set of links.
- 5.2 Carrier shall identify to SBC-12STATE the GTT information for messages that route to Carrier.
- 5.3 When routing messages addressed to an SBC-12STATE Subsystem Number (SSN), Carrier shall use the SBC-12STATE defined SSN designation of the SBC-12STATE mated STP pair to which the message is routed.
- 5.4 Carrier shall transfer Calling Party Number Parameter information unchanged, including the "privacy indicator" information, when ISUP Initial Address Messages are interchanged with the SBC-12STATE signaling network.
- 5.5 Carrier shall furnish to SBC-12STATE, at the time the SS7 Service is ordered and annually thereafter, an updated three (3) year forecast of usage of the SS7 Signaling network. The forecast shall include total annual volume and busy hour busy month volume. SBC-12STATE shall utilize the forecast in its own efforts to project further facility requirements.
- 5.6 Carrier shall inform SBC-12STATE in writing thirty (30) Days in advance of any change in Carrier's use of such SS7 Service which alters by ten percent (10%) for any thirty (30) Day period the volume of signaling transactions by individual SS7 service that are planned by Carrier to be forwarded to SBC-12STATE's network. Carrier shall provide in said notice the reason, by individual SS7 service, for the volume change.

6. DESCRIPTION OF RATE ELEMENTS SBC-AMERITECH

- 6.1 Pricing for SS7 is specified in Exhibit 1 to this Appendix.
- 6.2 There are three types of charges that apply for SS7 Access. They are recurring, usage and nonrecurring charges. Recurring and nonrecurring charges apply for each port that is established on a STP. Usage charges apply for each Initial Address Message (IAM) or TCAP (excluding LIDB Access Service, 800 Access Service TCAP messages and LNP Database Access Query TCAP messages) message that is switched by the local STP and transported to an SBC-AMERITECH end office or for each IAM and TCAP message that is switched by the local STP in a hubbing arrangement.

- 6.3 Nonrecurring charges apply for the establishment of Originating Point Codes (OPC) and Global Title Address (GTA) Translations. An OPC charge applies for each OPC established, as well as each OPC added or changed subsequent to the establishment of STP Access. The OPC charge applies on a per service basis. A GTA Translation charge applies for each service or application (excluding LIDB Access Service and 800 Carrier-ID-Only Service) that utilizes TCAP messages. A GTA Translation charge also applies for each service (excluding LIDB Access Service and 800 Carrier-ID-Only Service) added or changed subsequent to the initial establishment of STP Access.

6.4 Signal Formulation

- 6.4.1 An IAM Formulation usage charge will be assessed for each IAM message formulated at the SBC-AMERITECH tandem for Carrier to SBC-AMERITECH terminated calls. A TCAP Formulation usage charge will be assessed for each TCAP message formulated at the SBC-AMERITECH tandem for Carrier to SBC-AMERITECH terminated calls.

6.5 Signal Transport

- 6.5.1 An IAM Signal Transport usage charge will also be assessed for each IAM message that is transported from the local STP to the SBC-AMERITECH end office for terminating traffic. A TCAP Signal Transport usage charge will be assessed for each TCAP message that is transported from the local STP to the SBC-AMERITECH end office (excluding LIDB and 800 Access Service).

6.6 Signal Switching

- 6.6.1 An IAM Signal Switching usage charge will be assessed for each IAM message that is switched by the local STP for each IAM message that is switched for direct routed terminating traffic. A TCAP Signal Switching usage charge will be assessed for each TCAP message that is switched by the local STP termination of non-call associated signaling messages (excluding LIDB and 800 Access Service).

6.7 Signal Tandem Switching

- 6.7.1 An IAM Signal Tandem Switching usage charge will be assessed for an IAM message that is switched by an SBC-AMERITECH STP and transported to an end office for tandem routed terminating traffic. When Signal Tandem Switching usage charges are assessed, Signal Switching and Signal Transport charges do not apply, except for SS7 Transport.

7. DESCRIPTION OF RATE ELEMENTS SBC-7STATE

7.1 Pricing for SS7 is specified in Exhibit 1 to this Appendix.

7.2 The following rate elements apply to SBC-7STATE SS7 Service:

7.3 SS7 Transport

7.3.1 SS7 Transport shall be measured per octet of information screened and routed.

7.3.2 Carrier shall pay the SS7 Transport Per Octet rate for the screening and routing of messages by each additional SBC-SWBT STP pair. The usage rate applies per octet generated by action of Carrier.

7.3.3 SS7 Transport is not available in the SBC-2STATE.

7.4 Dedicated Signaling Links

7.4.1 SS7 Link Cross Connect

7.4.1.1 Carrier shall pay the DS-0 or DS-1 rate for the SS7 Link Cross Connect at the STP location for each Dedicated Signaling Link. Rates are per DS-0 and DS-1 bandwidth and per connection to Carrier. Rates are per month and nonrecurring installation per first or additional cross connects ordered and shall apply on a per order basis. This charge only applies in SBC-SWBT.

7.4.2 STP Port Termination

7.4.2.1 Carrier shall pay the STP Port Termination rate for each termination of the SS7 Link Cross Connect at the SBC-7STATE STP. One STP Port Termination must be installed at SBC-7STATE's interconnecting STP for each Dedicated Signaling Link.

7.4.2.2 There are two charges that apply to the STP Port Termination, i.e., a fixed recurring monthly rate per port termination and a nonrecurring installation charge per port.

7.4.3 STP Access Link

7.4.3.1 Carrier shall pay the STP Access Link rate for each STP Access Link when the STP Access Link is provided. The charge includes a fixed rate per month plus a rate per mile per month and a nonrecurring installation charge per link.

7.5 Signaling Point Code Addition

7.5.1 Carrier shall pay the Signaling Point Code Addition rate for the establishment and translation of each applicable CCS network signaling point code at an SBC-SWBT STP. Carrier shall pay a nonrecurring charge per SPC established at each STP.

7.6 Global Title Translation (GTT) Addition

7.6.1 Carrier shall pay the GTT Addition rate for the establishment of Carrier's GTA, translation type or subsystem information in the SBC-7STATE STP translations. Carrier shall pay a nonrecurring charge per GTT established at each STP.

8. **APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS**

8.1 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 1

MICHIGAN PRICING – WIRELESS

STP PORT TERMINATION		
Recurring Monthly		\$270.11
Non-Recurring		\$254.79
ORIGINATING POINT CODE TRANSLATION		\$ 25.98
GLOBAL TITLE ADDRESS TRANSLATION		\$ 12.29
SIGNAL FORMULATION		
Per IAM Message		\$0.000229
Per TCAP Message		\$0.000118
SIGNAL TRANSPORT		
Per IAM Message		\$0.000051
Per TCAP Message		\$0.000034
SIGNAL SWITCHING		
Per IAM Message		\$0.000073
Per TCAP Message		\$0.000056
SIGNAL TANDEM SWITCHING		
Per IAM Message		\$0.000123

**AMENDMENT
TO
CELLULAR/PCS INTERCONNECTION AGREEMENT**

between one or more of

MICHIGAN BELL TELEPHONE COMPANY d/b/a SBC MICHIGAN

and

VERIZON WIRELESS

The Interconnection Agreement by and between Michigan Bell Telephone Company ("SBC Michigan")¹ New Par, and Muskegon Cellular Partnership both d/b/a Verizon Wireless ("Carrier") ("Agreement") is effective in the state of Michigan. The Agreement is amended as follows:

- I. Notwithstanding Sections 9.1 and 9.2 of the Agreement, the provisions of Appendix – SS7 (Wireless) and the "Signaling" provisions of the Agreement contained in Section 3.4 (including 3.4.2 and 3.4.3) of the Agreement (and the "Definitions" utilized as set forth in the Agreement) shall continue in effect until April 11, 2005, on which date they shall immediately terminate.
- II. Unless mutually, specifically and expressly agreed otherwise, [or unless service is terminated pursuant to Sections 9.1 or 9.2 of the Agreement], the Parties agree the provisions reflected in Section I of this Amendment shall also be incorporated into and be a part of, by exhibit, attachment or otherwise, any successor Cellular/PCS interconnection agreement ("ICA") in the State of Michigan between the Parties in effect prior to April 11, 2005, whether any such ICA is negotiated, arbitrated, or arrived at through the exercise of Section 252(i) "Most Favored Nation" ("MFN") rights; provided, however, subject to the rights of the Parties referenced in this Amendment, the provisions reflected in Section I of this Amendment shall expire on April 11, 2005 notwithstanding the term of the Agreement or any successor ICA. Any inconsistencies between the provisions of Section I of this Amendment and other provisions of any future ICA in effect between May 1, 2003 through April 11, 2005 will be governed by the provisions reflected in Section I of this Amendment, unless the provisions reflected in Section I of this Amendment are specifically and expressly superseded by mutual agreement of the Parties in any such future ICA, or if any such future ICA is terminated for cause. Further, if the underlying Agreement or any future ICA expires sooner than April 11, 2005, the Parties agree that the term and termination rights of the underlying Agreement and any future ICA shall not be extended nor otherwise affected or altered.
- III. 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

¹ Michigan Bell Telephone Company Incorporated, f/k/a Ameritech Michigan, is now doing business in Michigan as SBC Michigan.

to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). On May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings and the Illinois Law, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, SBC Michigan reserves its right, to the extent SBC Michigan has not already invoked the FCC ISP terminating compensation in Michigan 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 Michigan the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. In the event that a state or federal regulatory or legislative body or a court of competent jurisdiction, in any proceeding, finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party ("Written Notice"). In addition, to the extent this Agreement is in effect in Illinois, the Parties agree that any ICC orders implementing the Illinois Law, including, without limitation, the ICC Rates, shall automatically apply to this Agreement (for the state of Illinois only) as of the effective date of any such order(s) upon Written Notice, and as soon as practical thereafter, SBC Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates and SBC Illinois will issue any adjustments, as needed, to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s). With respect to all other Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

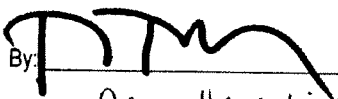
- IV. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. EXCEPT AS SET FORTH ABOVE, NOTHING HEREIN EXTENDS THE TERM OF THE AGREEMENT.
- V. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten days following approval by such Commission or the date this Amendment is deemed to have been approved by such Commission.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 12th day of August, 2003, by SBC Michigan, signing by and through its duly authorized representative, and Carrier, signing by and through its duly authorized representative.

New Par d/b/a Verizon Wireless
by Verizon Wireless (VAW) LLC, its General Partner


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

Muskegon Cellular Partnership d/b/a Verizon
Wireless by Verizon Wireless (VAW) LLC,
its General Partner

By: 
Name: Dave Heverling
(Print or Type)

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

Date: 7 24 03

By: 
Name: Mike Auinbaugh
(Print or Type)

Title: For/ President - Industry Markets

Date: AUG 12 2003

SBC-1331 STATE
COLLOCATION RATE SUMMARY
February 28, 2005

A		B	C	D	E
Product Type		Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
WSP-PROVISIONED FACILITIES & EQUIPMENT- CAGED					
1	REAL ESTATE	Per Sq. Ft. of space used by WSP	S8PWB	\$0.26	\$117.32
2	Site Conditioning	Per Sq. Ft. of space used by WSP	S8FAN	\$0.30	\$118.19
3	Safety & Security	Per Sq. Ft. of space used by WSP	S8F4L	\$22.10	\$0.00
4	Floor Space Usage				
5	COMMON SYSTEMS				
6	Common Systems - Cage	Per Sq. Ft. of space used by WSP	S8F4A	\$0.36	\$244.96
7	PLANNING				
8	Planning - Central Office	Per Sq. Ft. of space used by WSP	NRECFJ	\$0.00	\$16.08
9	Planning - Subsequent Inter. Cabling	Per Request	NRECFE	\$0.00	\$6,083.13
10	Planning - Subsequent Power Cabling	Per Request	NRECFG	\$0.00	\$4,945.13
11	Planning - Subs. Inter Power Cabling	Per Request	NRECFH	\$0.00	\$6,798.44
12	POWER PROVISIONING				
13	Power Panel:				
14	150 Amp	Per Power Panel (WSP Provided)	NONE	\$0.00	\$6,942.31
15	160 Amp	Per Power Panel (WSP Provided)	NONE	\$0.00	\$0.00
16	200 Amp	Per Power Panel (WSP Provided)	NONE	\$0.00	\$0.00
17	Power Cable and Infrastructure:				
18	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (WSP Provided)	C1F31	\$19.13	\$618.90
19	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (WSP Provided)	S8GF1	\$19.13	\$618.90
20	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (WSP Provided)	C1F32	\$19.13	\$618.90
21	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (WSP Provided)	C1F33	\$19.13	\$618.90
22	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (WSP Provided)	S8GF2	\$19.13	\$618.90
23	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (WSP Provided)	S8GF3	\$19.13	\$618.90
24	Equipment Grounding:				
25	Ground Cable Placement	Per Sq. Ft. of space used by WSP	S8FCR	\$0.63	\$427.91
26	DC POWER AMPERAGE CHARGE				
27	HVAC	Per 10 Amps	S8GCS	\$13.50	\$0.00
28	Per Amp	Per Amp	S8GCT	\$13.36	\$0.00
29	Per Amp	Per Amp	TBD	\$11.23	\$0.00
30	FIBER CABLE PLACEMENT				
31	Central Office:				
32	Fiber Cable	Per Fiber Cable Sheath (WSP Vendor Pulls Cable)	S8FQ9	\$43.86	\$2,643.58
33	Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$6.16	\$0.00
34	MISCELLANEOUS & OPTIONAL COST:				
35	Timing Lead (1 pair per circuit)				
36	Beta Timing	Per Linear Foot, Per pair	S8F45	\$1.58	\$537.18
37	Space Availability Report	Per two circuits	S8FQT	\$0.64	\$0.00
38	Security Access / ID Cards	Per Premise	NRFCQ	\$0.00	\$287.74
39	CAGE COMMON COSTS	Per Card	NRFCM	\$0.00	\$14.84
40	AC Circuit Placement				
41	INTERCONNECTION COSTS:				
42	ILEC TO WSP CONNECTION	Per Sq. Ft. (WSP provides cage)	NRL60	\$0.37	\$248.64
43	Video Grade Arrangement				
44	Video Grade Arrangement				
45	DS1 Arrangement - DSX	100 Copper Pairs (WSP provides cable)	S8F48	\$5.41	\$936.04
46	DS1 Arrangement - DSX	100 Shielded Pairs (WSP provides cable)	S8FWU	\$5.41	\$936.04
47	Fiber Arrangement	28 DS1 (WSP provides cable)	S8F46	\$16.75	\$812.62
48	WSP TO WSP CONNECTION	1 DS3 (WSP provides cable)	S8FQN	\$8.11	\$786.07
49	Cable Backing and Hole for Optical	12 Fiber Pairs (WSP provides cable)	S8FQR	\$5.89	\$737.14
50	Cable Backing and Hole for DS1	Per Cable	S8GFE	\$0.00	\$641.54
51	Cable Backing and Hole for DS3	Per Cable	S8GFE	\$0.00	\$641.54
52	Connection for DS1	Per 28 Circuits (WSP provides cable)	S8GFH	\$6.08	\$0.00
53	Connection for DS3	Per Circuit (WSP provides cable)	S8GFJ	\$4.10	\$0.00
54	Connection for Optical	Per Cable (WSP provides cable)	S8GFK	\$3.95	\$0.00
55	TIME SENSITIVE ACTIVITIES				
56	PRE-VISITS				
57	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR	\$0.00	\$23.98
58	Comm. Tech. - Craft	Per 1/4 Hour	NRFCR	\$0.00	\$23.98
59	CO Manager - 1st Level	Per 1/4 Hour	NRFCR	\$0.00	\$23.98
60	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU	\$0.00	\$23.98
61	CONSTRUCTION VISITS				
62	Project Manager - 1st Level	Per 1/4 Hour	NRFCV	\$0.00	\$23.98
63	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ	\$0.00	\$23.98

SBC-13STATE
COLLOCATION RATE SUMMARY
 February 28, 2005

A	B	C	D	E
Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
1				
67				
68				
69	REAL ESTATE			
70	Site Conditioning	S8GCE	\$0.29	\$117.32
71	Safety & Security	S8GCF	\$0.30	\$118.19
72	Fiber Space Usage	S8GCD	\$22.10	\$0.00
73	COMMON SYSTEMS			
74	Common Systems - Cage	S8GCG	\$0.36	\$244.96
75	PLANNING			
76	Planning - Central Office	NRFCJ	\$0.00	\$16.08
77	Planning	NRFCF	\$0.00	\$0.083.33
78	Planning - Subsequent Inter. Cabling	NRFCG	\$0.00	\$4,945.13
79	Planning - Subsequent Power Cabling	NRFCG	\$0.00	\$6,788.44
80	Planning - Subsequent Inter. Power Cabling	NRFCG	\$0.00	\$0.942.31
81	POWER PROVISIONING			
82	Power Panel:			
83	200 Amp	S8GCG	\$0.00	\$1,451.56
84	Power Cable and Infrastructure:			
85	2-10 Amp Feeds	CTF3A	\$22.56	\$2,935.56
86	2-20 Amp Feeds	S8GCU	\$22.56	\$2,935.56
87	2-30 Amp Feeds	CTF3B	\$22.56	\$2,935.56
88	2-40 Amp Feeds	CTF3C	\$26.09	\$5,313.34
89	2-50 Amp Feeds	S8GCV	\$26.09	\$5,313.34
90	2-100 Amp Feeds	S8GCW	\$54.16	\$24,245.49
91	Equipment Grounding:			
92	Ground Cable Placement	S8GDA	\$0.63	\$427.91
93	DC POWER AMPERAGE CHARGE			
94	HVAC	S8GCS	\$13.60	\$0.00
95	Per Amp	S8GCT	\$13.60	\$0.00
96	FIBER CABLE PLACEMENT			
97	Central Office:			
98	Fiber Cable	S8GDE	\$43.86	\$2,543.48
99	Entrance Conduit to Vault	S8GDD	\$8.16	\$0.00
100	MISCELLANEOUS & OPTIONAL COST:			
101	MISCELLANEOUS COSTS			
102	Timing Lead (1 pair per circuit)	S8GEX	\$1.58	\$537.18
103	Bits Timing	S8GEJ	\$0.84	\$0.00
104	Space Availability Report	NRFCQ	\$0.00	\$267.74
105	Security Access / ID Cards	NRFCM	\$0.00	\$14.64
106	CAGE COMMON COSTS			
107	Cage Preparation	S8GCH	\$0.37	\$246.64
108	INTERCONNECTION COSTS:			
109	ILEC TO WSP CONNECTION			
110	Voice Grade Arrangement	S8GD4	\$7.67	\$2,731.94
111	Voice Grade Arrangement	S8GD5	\$7.67	\$2,731.94
112	DS1 Arrangement - DSX	S8GDP	\$18.46	\$2,311.36
113	DS3 Arrangement - DSX	S8GDZ	\$9.03	\$1,752.15
114	Fiber Arrangement	S8GED	\$7.10	\$3,940.16
115	WSP TO WSP CONNECTION			
116	Cable Racking and Hole for Optical	S8FY7	\$0.00	\$1,974.55
117	Cable Racking and Hole for DS1	S8GFF	\$0.00	\$2,126.64
118	Cable Racking and Hole for DS3	S8GFG	\$0.00	\$1,506.06
119	Connection for DS1	S8GFC	\$9.86	\$0.00
120	Connection for DS3	S8GFD	\$8.02	\$0.00
121	Connection for Optical (Fiber)	S8GFB	\$6.07	\$0.00
122	TIME SENSITIVE ACTIVITIES			
123	PRE-VISITS			
124	Colloc. Ser. Mgr. - 2nd Level	NRFCR	\$0.00	\$23.98
125	Comm. Tech. - Craft	NRFCS	\$0.00	\$23.98
126	CO Manager - 1st Level	NRFCF	\$0.00	\$23.98
127	Floor Space Planning - 1st Level	NRFCU	\$0.00	\$23.98
128	CONSTRUCTION VISITS			
129	Project Manager - 1st Level	NRFCV	\$0.00	\$23.98
130	Colloc. Ser. Mgr. - 2nd Level	NRFCV	\$0.00	\$23.98
131				

SBC-151STATE
COLLOCATION RATE SUMMARY
 February 28, 2005

A		B	C	D	E
Product Type		Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
1	WSP-PROVISIONED FACILITIES & EQUIPMENT:				
132	CAGELESS				
133	REAL ESTATE				
134	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	S8PWC	\$0.29	\$117.32
135	Safety & Security	Per Frame (Standard Bay=10 sq ft)	S8PWC	\$0.30	\$118.19
136	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	S8PWC	\$22.10	\$9.00
137	COMMON SYSTEMS				
138	Common Systems - Cages	Per Frame (Standard Bay=10 sq ft)	S8PWC	\$1.02	\$657.14
139	PLANNING				
140	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	NRFCJ	\$0.00	\$16.08
141	Planning - Subsequent Inter. Cabling	Per Request	NRFCJ	\$0.00	\$5,083.33
142	Planning - Subsequent Power Cabling	Per Request	NRFCJ	\$0.00	\$4,945.13
143	Planning - Subsequent Power Cabling	Per Request	NRFCJ	\$0.00	\$6,798.44
144	Planning - Subsequent Power Cabling	Per Request	NRFCJ	\$0.00	\$5,942.31
145	POWER PROVISIONING				
146	Power Panel:				
147	50 Amp	Per Power Panel (WSP Provided)	NONE	\$0.00	\$0.00
148	200 Amp	Per Power Panel (WSP Provided)	NONE	\$0.00	\$0.00
149	Power Cable and Infrastructure:				
150	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (WSP Provided)	C1EM	\$19.13	\$518.00
151	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (WSP Provided)	S8GF1	\$19.13	\$518.00
152	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (WSP Provided)	C1F36	\$19.13	\$518.00
153	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (WSP Provided)	C1F36	\$19.13	\$518.00
154	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (WSP Provided)	S8GF2	\$19.13	\$518.00
155	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (WSP Provided)	S8GF3	\$19.13	\$518.00
156	Equipment Grounding:				
157	Ground Cable Placement	Per Frame	S8QD8	\$0.83	\$477.42
158	DC POWER AMPERAGE CHARGE				
159	HVAC	Per 10 Amp	S8GCS	\$13.50	\$0.00
160	Per Amp	Per Amp	S8GCT	\$13.36	\$0.00
161	CEV, HUT & Cabinets	Per 2 inch mounting space	TBD	ICB	ICB
162	FIBER CABLE PLACEMENT				
163	Central Office:				
164	Fiber Cable	Per Fiber Cable Sheath (WSP Vendor Pulls Cable)	S8FQ9	\$43.66	\$2,643.58
165	Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$6.16	\$0.00
166	CEV, HUT & Cabinets:				
167	Fiber Cable Placement	Per Fiber Cable Sheath	TBD	ICB	ICB
168	Entrance Conduit	Per Fiber Cable Sheath	TBD	ICB	ICB
169	MISCELLANEOUS & OPTIONAL COST:				
170	MISCELLANEOUS COSTS				
171	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	\$1.58	\$537.18
172	Bits Timing	Per two circuits	S8FQ7	\$0.64	\$0.00
173	Space Availability Report	Per Premise	NRFCQ	\$0.00	\$267.74
174	Security Access / ID Cards	Per Card	NRFCM	\$0.00	\$14.64
175	CAGELESS / POT BAY OPTIONS				
176	Standard Equipment Bay	Each (WSP Provided)	TBD	ICB	ICB
177	Non-Standard Cabinet Bay	Each (WSP Provided)	TBD	ICB	ICB
178	VFD50 Termination Panel	Each (WSP Provided)	TBD	ICB	ICB
179	VFD50 Termination Module	Each (WSP Provided)	TBD	ICB	ICB
180	ODP-1 Panel	Each (WSP Provided)	TBD	ICB	ICB
181	ODP-1 Jack Access Card	Each (WSP Provided)	TBD	ICB	ICB
182	DS3S1S-1 Interconnect Panel	Each (WSP Provided)	TBD	ICB	ICB
183	DS3 Interconnect Module	Each (WSP Provided)	TBD	ICB	ICB
184	Fiber Optic Splitter Panel	Each (WSP Provided)	TBD	ICB	ICB
185	Fiber Termination Dual Module	Each (WSP Provided)	TBD	ICB	ICB
186	CEV, HUT, CABINET				
187	24 Foot CEV	2 inch Mounting Space	TBD	ICB	ICB
188	15 Foot CEV	2 inch Mounting Space	TBD	ICB	ICB
189	Mini-Hut	2 inch Mounting Space	TBD	ICB	ICB
190	Mini-Hut	2 inch Mounting Space	TBD	ICB	ICB
191	Large Cabinet	2 inch Mounting Space	TBD	ICB	ICB
192	Medium Cabinet	2 inch Mounting Space	TBD	ICB	ICB
193	Small Cabinet	2 inch Mounting Space	TBD	ICB	ICB
194	INTERCONNECTION COSTS:				
195	ILEG TO WSP CONNECTION				
196	Voice Grade Arrangement	100 Copper Pairs (WSP provides cable)	S8F3E	\$5.41	\$936.04
197	Voice Grade Arrangement	100 Shielded Pairs (WSP provides cable)	S8FWP	\$5.41	\$936.04
198	DS1 Arrangement, DSX	28 DS1 (WSP provides cable)	S8F2P	\$13.44	\$812.62
199	DS3 Arrangement, DSX	1 DS3 (WSP provides cable)	S8F25	\$8.11	\$766.07
200	Fiber Arrangement	12 Fiber Pairs (WSP provides cable)	S8F49	\$5.89	\$737.14

SBC-STATE
COLLOCATION RATE SUMMARY
 February 28, 2005

A		B		C	D	E
Product Type		Rate Element Description		USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
1	WSP TO WSP CONNECTION					
201	Cable Racking and Hole for Optical	Per Cable		SRGFE	\$0.00	\$641.54
202	Cable Racking and Hole for DS1	Per Cable		SRGFE	\$0.00	\$641.54
203	Cable Racking and Hole for DS3	Per Cable		SRGFE	\$0.00	\$641.54
204	Connection for DS1	Per 28 Circuits (WSP provides cable)		SRGFE	\$8.06	\$0.00
205	Connection for DS3	Per Circuit (WSP provides cable)		SRGFM	\$4.10	\$0.00
206	Connection for Optical	Per Cable (WSP provides cable)		SRGFN	\$3.95	\$0.00
207	PROJECT MANAGEMENT					
208	CEV, HUT & CABINET	Per WSP Application		TBD	ICB	ICB
209	Project Coordination					
210	PRE-VISITS					
211	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour		NRFGR	\$0.00	\$23.08
212	Comm. Tech. - Craft	Per 1/4 Hour		NRFGR	\$0.00	\$23.08
213	OO Manager - 1st Level	Per 1/4 Hour		NRFCT	\$0.00	\$23.08
214	Floor Space Planning - 1st Level	Per 1/4 Hour		NRFCT	\$0.00	\$23.08
215	Construction Visits					
216	Project Manager - 1st Level	Per 1/4 Hour		NRFV	\$0.00	\$23.08
217	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour		NRFVZ	\$0.00	\$23.08
218						
219						
220						
221	REAL ESTATE					
222	Site Conditioning	Per Frame (Standard Bay=10 sq ft)		SRGCL	\$0.28	\$117.32
223	Safety & Security	Per Frame (Standard Bay=10 sq ft)		SRGCN	\$0.30	\$118.19
224	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)		SRGCK	\$22.10	\$0.00
225	COMMON SYSTEMS					
226	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)		SRGCM	\$1.02	\$687.14
227	PLANNING					
228	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)		NRFVJ	\$0.00	\$16.08
229	Planning - Subsequent Inter. Cabling	Per Request		NRFCE	\$0.00	\$8,083.33
230	Planning - Subsequent Power Cabling	Per Request		NRFCE	\$0.00	\$4,945.13
231	Planning - Subs. Inter. Power Cabling	Per Request		NRFCE	\$0.00	\$6,788.44
232	POWER PROVISIONING					
233	Power Panel	Per Request		NRFCH	\$0.00	\$6,942.31
234	200 Amp					
235	Power Cable and Infrastructure:					
236	300 Amp Feeds	Per Power Panel		SRGC9	\$0.00	\$1,451.58
237	300 Amp Feeds	Per 2-10 Amp Power Feeds		C1F3D	\$22.56	\$2,935.58
238	300 Amp Feeds	Per 2-20 Amp Power Feeds		SRGCX	\$22.56	\$2,935.58
239	300 Amp Feeds	Per 2-30 Amp Power Feeds		C1F3E	\$22.56	\$2,935.58
240	300 Amp Feeds	Per 2-40 Amp Power Feeds		C1F3F	\$26.09	\$5,313.34
241	300 Amp Feeds	Per 2-50 Amp Power Feeds		SRGCY	\$26.09	\$5,313.34
242	300 Amp Feeds	Per 2-100 Amp Power Feeds		SRGCZ	\$53.95	\$24,245.49
243	Equipment Grounding:					
244	Ground Cable Placement	Per Frame		SRGDB	\$0.83	\$427.42
245	DC POWER AMPERAGE CHARGE					
246	RVAC	Per 10 Amps		SRGCS	\$13.50	\$0.00
247	Per Amp	Per Amp		SRGCT	\$13.36	\$0.00
248	CEV, HUT & Cabinets	Per 2 inch mounting space		SRGCT	\$13.36	\$0.00
249	FIBER CABLE PLACEMENT					
250	Central Office					
251	Fiber Cable	Per Fiber Cable Sheath		SRGDE	\$43.66	\$2,643.58
252	Entrance Conduit	Per Fiber Cable Sheath		SRGDD	\$6.16	\$0.00
253	Fiber Cable Placement	Per Fiber Cable Sheath		TBD	ICB	ICB
254	CEV, HUT & Cabinets	Per Fiber Cable Sheath		TBD	ICB	ICB
255	MISCELLANEOUS & OPTIONAL COST:					
256	MISCELLANEOUS COSTS					
257	Timeog Lead (1 pair per circuit)	Per Linear Foot Per pair		SRGEK	\$1.58	\$537.18
258	Blts. Tinning	Per two circuits		SRGEJ	\$0.64	\$0.00
259	Space Availability Report	Per Premise		NRFCC	\$0.00	\$287.74
260	Security Access / ID Cards	Per Card		NRFCC	\$0.00	\$14.64
261	CAGELESS / POT BAY OPTIONS					
262	Standard Equipment Bay	Each		NRFCC	\$0.00	\$1,515.64
263	Non-Standard Cabinet Bay	Each		NRFCC	\$0.00	\$1,861.98
264	VF DS0 Termination Panel/Module	Each		TBD	ICB	ICB
265	DDP-1 Panel/Jack Access Card	Each		TBD	ICB	ICB
266	DS3/STS-1 Interconnect Module	Each		TBD	ICB	ICB
267	DS3 Interconnect Module	Each		TBD	ICB	ICB
268	Fiber Optic Splitter Panel	Each		TBD	ICB	ICB
269	Fiber Termination Dual Module	Each		TBD	ICB	ICB

A		B	C	D	E
Product Type		Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
1	CEV, HUT, CABINET				
273	24 Foot CEV	2 Inch Mounting Space	TBD	ICB	ICB
274	16 Foot CEV	2 Inch Mounting Space	TBD	ICB	ICB
275	16 Foot CEV	2 Inch Mounting Space	TBD	ICB	ICB
276	Max-Hut	2 Inch Mounting Space	TBD	ICB	ICB
277	Mini-Hut	2 Inch Mounting Space	TBD	ICB	ICB
278	Large Cabinet	2 Inch Mounting Space	TBD	ICB	ICB
279	Medium Cabinet	2 Inch Mounting Space	TBD	ICB	ICB
280	Small Cabinet	2 Inch Mounting Space	TBD	ICB	ICB
281	INTERCONNECTION COSTS:				
282	ILEC TO WSP CONNECTION	100 Copper Pairs	S8GD8	\$7.67	\$2,731.94
283	Voice Grade Arrangement	100 Shielded Pairs	S8GD7	\$7.67	\$2,731.94
284	Voice Grade Arrangement	28 DS1	S8GDQ	\$15.18	\$2,311.38
285	DS1 Arrangement - DSX	1 DS3	S8GD1	\$9.03	\$1,752.16
286	DS3 Arrangement - DSX	12 Fiber Pairs (24 Fiber Strands)	S8GEE	\$7.10	\$3,940.16
287	Fiber Arrangement	Per Cable	S8FY7	\$0.00	\$1,974.55
288	WSP TO WSP CONNECTION	Per Cable	S8GFF	\$0.00	\$2,128.64
289	Cable Racking and Hole for Optical	Per Cable	S8GFG	\$0.00	\$1,506.08
290	Cable Racking and Hole for DS1	Per Cable	S8GFC	\$0.00	\$0.00
291	Cable Racking and Hole for DS3	Per 28 Circuits	S8GFC	\$0.00	\$0.00
292	Connection for DS1	Per Circuit	S8GFD	\$6.02	\$0.00
293	Connection for DS3	Per Circuit	S8GFB	\$6.07	\$0.00
294	Connection for Optical (Fiber)	Per Cable			
295	PROJECT MANAGEMENT				
296	CEV, HUT & CABINET	Per WSP Application	TBD	ICB	ICB
297	Project Coordination				
298	TIME SENSITIVE ACTIVITIES				
299	PM - VISITS				
300	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR	\$0.00	\$23.98
301	Comm. Tech - Craft	Per 1/4 Hour	NRFCR	\$0.00	\$23.98
302	CO Manager - 1st Level	Per 1/4 Hour	NRFCR	\$0.00	\$23.98
303	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU	\$0.00	\$23.98
304	CONSTRUCTION VISITS				
305	Project Manager - 1st Level	Per 1/4 Hour	NRFCV	\$0.00	\$23.98
306	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ	\$0.00	\$23.98
307					
308	WSP PROVISIONED FACILITIES & EQUIPMENT:				
309	ADJACENT ON-SITE				
310	PLANNING				
311	Planning - Subsequent Inter Cabling	Per Request	NRFA1	\$0.00	\$8,243.72
312	Planning - Subsequent Power Cabling	Per Request	NRFA2	\$0.00	\$8,614.37
313	Planning - Subsequent Inter/Power Cabling	Per Request	TBD	\$0.00	\$7,622.95
314	REAL ESTATE	Per Request	TBD	\$0.00	\$8,883.11
315	Land Rental	Per Square Foot	S8GEN	\$0.20	\$0.00
316	POWER PROVISIONING				
317	Power Cable and Infrastructure:				
318	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (WSP provides cable)	TBD	\$0.00	\$0.00
319	2-200 Amp Feeds	Per 2-200 Amp Power Feeds (WSP provides cable)	TBD	\$0.00	\$0.00
320	2-300 Amp Feeds	Per 2-300 Amp Power Feeds (WSP provides cable)	TBD	\$0.00	\$0.00
321	2-400 Amp Feeds	Per 2-400 Amp Power Feeds (WSP provides cable)	TBD	\$0.00	\$0.00
322	AC Service:				
323	Extension of 100 Amp AC Service (Opt.)	Per Request	NRFCW	ICB	ICB
324	Power Supply AC per DC Amps Ordered		TBD	\$3.23	\$0.00
325	DC POWER AMPERAGE CHARGE	Per Amp		\$10.12	\$0.00
326	FIBER CABLE PLACEMENT				
327	Fiber Installation	Per Fiber Cable Sheath (WSP Vendor Pulls Cable)	S8GF4	\$53.26	\$2,843.58
328	Entrance Fiber Racking	Per Rack/Conduit Duct	S8GDB	\$7.51	\$0.00
329	CABLE RACK				
330	DC Power Cable Rack	Per Rack	TBD	\$0.02	\$0.00
331	Fiber Cable Rack	Per Rack	TBD	ICB	ICB
332	Interconnection Arrangement (Copper) Racking	Per Rack	TBD	ICB	ICB
333	CONDUIT PLACEMENT				
334	DC Power Cable Rack	Per Rack	TBD	ICB	ICB
335	Fiber Cable Rack	Per Rack	TBD	ICB	ICB
336	Interconnection Arrangement (Copper) Racking	Per Rack	TBD	ICB	ICB
337	INTERCONNECTION COSTS:				
338	ILEC TO WSP CONNECTION				

SBC-15STATE
COLLOCATION RATE SUMMARY
February 28, 2005

A		B	C	D	E
Product Type		Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
1					
340	Voice Grade Arrangement	100 Pairs (WSP provides cable)	S8F3G	\$7.16	\$1,640.54
341	DS1 Arrangement - DSX	28 DS1 (WSP provides cable)	S8F2R	\$14.09	\$2,134.55
342	DS3 Arrangement - DSX	1 DS3 (WSP provides cable)	TBD	ICB	ICB
343	Fiber Arrangement	12 Fiber Pairs (WSP provides cable)	S8F3N	\$5.53	\$683.22
344					
345					
346	PLANNING				
347	Planning	Per Request	NREA1	\$0.00	\$9,243.72
348	Planning - Subsequent Inter. Cabling	Per Request	NREA2	\$0.00	\$5,614.37
349	Planning - Subsequent Power Cabling	Per Request	TBD	\$0.00	\$7,622.85
350	Planning - Subs. Inter. Power Cabling	Per Request	TBD	\$0.00	\$5,893.11
351	REAL ESTATE				
352	Land Rental	Per Square Foot	TBD	\$0.17	\$0.00
353	POWER PROVISIONING				
354	Power Cable and Infrastructure:				
355	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GC4	\$31.96	\$23,552.51
356	2-200 Amp Feeds	Per 2-200 Amp Power Feeds	S8GC5	\$121.87	\$55,580.47
357	2-300 Amp Feeds	Per 2-300 Amp Power Feeds	S8GC6	\$269.24	\$302,885.53
358	2-400 Amp Feeds	Per 2-400 Amp Power Feeds	S8GC7	\$476.56	\$327,877.21
359	AC Service:				
360	Extension of 100 Amp AC Service (Opt.)	Per Request	TBD	ICB	ICB
361	Power Supply AC per DC Amps Ordered		TBD	\$2.65	\$0.00
362	DC POWER AMPERAGE CHARGE				
363	Per Amp	Per Amp	S8GCR	\$13.50	\$0.00
364	FIBER CABLE PLACEMENT				
365	Fiber Installation	Per Fiber Cable Sheath	S8GDF	\$43.66	\$2,643.58
366	Entrance Fiber Racking	Per Rack/Conduit Duct	TBD	\$6.16	\$0.00
367	CABLE RACK				
368	DC Power Cable Rack	Per Rack	TBD	ICB	ICB
369	Fiber Cable Rack	Per Rack	TBD	ICB	ICB
370	Interconnection Arrangement (Copper) Racking	Per Rack	TBD	ICB	ICB
371	CONDUIT PLACEMENT				
372	DC Power Cable Rack	Per 2-Duct	TBD	ICB	ICB
373	Fiber Cable Rack	Per 1-Duct	TBD	ICB	ICB
374	Interconnection Arrangement (Copper) Racking	Per 2-Duct	TBD	ICB	ICB
375	INTERCONNECTION COSTS:				
376	ILEC TO WSP CONNECTION				
377	Voice Grade Arrangement	100 Pairs	S8GEC	\$9.24	\$2,793.95
378	DS1 Arrangement - DSX	28 DS1	S8GDT	\$67.24	\$7,594.35
379	DS3 Arrangement - DSX	1 DS3	TBD	ICB	ICB
380	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8GEH	\$28.30	\$1,427.84
381					
382	WSP PROVIDED FACILITIES & EQUIPMENT:				
383	ADJACENT OFF-SITE				
384	PLANNING				
385	Planning	Per Request	TBD	ICB	ICB
386	CONDUIT	Per Innerduct	TBD	ICB	ICB
387	CONDUIT				
388	INTERCONNECTION COSTS:				
389	ILEC TO WSP CONNECTION				
390	Voice Grade/DS0 Arrangement	900 DS0 (Hole, Racking, MDF) (WSP Vendor Pulls and Installs Cable)	TBD	ICB	ICB
391	DS1 Arrangement - DSX	28 DS1 (Hole, Racking, DSX) (WSP Vendor Pulls and Installs Cable)	TBD	ICB	ICB
392	DS3 Arrangement - DSX	450 DS1 (Hole, Racking, MDF) (WSP Vendor Pulls and Installs Cable)	TBD	ICB	ICB
393	Fiber Arrangement	12 Fiber Pairs (Hole, Racking, FDF) (WSP Vendor Pulls and Installs Cable)	TBD	ICB	ICB
394					
395	PLANNING				
396	Planning	Per Request	TBD	ICB	ICB
397	CONDUIT	Per Innerduct	TBD	ICB	ICB
398	CONDUIT				
399	INTERCONNECTION COSTS:				
400	ILEC TO WSP CONNECTION				
401	Voice Grade/DS0 Arrangement	900 DS0	TBD	ICB	ICB
402	DS1 Arrangement - DSX	28 DS1	TBD	ICB	ICB
403	DS3 Arrangement - DSX	450 DS1	TBD	ICB	ICB
404	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	TBD	ICB	ICB
405					

SBC-131 STATE
COLLOCATION RATE SUMMARY
February 28, 2005

AT&T MCGRAWHILL PAR

A	B	C	D	E
Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
1				
405	RATES AND CHARGES FOR COMPLETE SPACE DISCONTINUANCE			
407	Application Fee	NRFY1	TBD	TBD
408	Project Management Fee - Complete Space Discontinuance	NRFY2	TBD	TBD
409	Remove Fiber Jumper	NRFY3	TBD	TBD
410	Remove Fiber Cables	NRFY4	TBD	TBD
411	Remove VFD/DSO Cable	NRFY5	TBD	TBD
412	Remove DS1 Cable	NRFY6	TBD	TBD
413	Remove DS3 Cable (Coax)	NRFY7	TBD	TBD
414	Remove Timing Cable	NRFY8	TBD	TBD
415	Remove Power Cable-50AMP feed & below	NRFY9	TBD	TBD
416	Remove Power Cable-100AMP feed & above	NRFY10	TBD	TBD
417	Remove Cage Grounding Material	NRFY11	TBD	TBD
418	Remove Fiber Entrance Cable	NRFY12	TBD	TBD
419	Infrastructure Maps & Records	NRFY13	TBD	TBD
420	Engineering Work Order	NRFY14	TBD	TBD
421	Work Group Information Distribution	NRFY15	TBD	TBD
422	Restore Floor Tile - per Standard Bay	NRFY16	TBD	TBD
423	Floor Restoration Contractor Trip Charge	NRFY17	TBD	TBD
424	Restore Floor Tile	NRFY18	TBD	TBD
425		NRFY19	TBD	TBD
426		NRFY20	TBD	TBD
427	RATES AND CHARGES FOR SPACE REASSIGNMENT/RETERMINAL			
428	Application Fee	NRFY21	TBD	TBD
429	Project Management Fee - Space Reassignment	NRFY22	TBD	TBD
430	Restoration DS0/DSL Block	NRFY23	TBD	TBD
431	Restoration DS1 Block	NRFY24	TBD	TBD
432	Restoration DS3 Coax Cable	NRFY25	TBD	TBD
433	Restoration Fiber Jumper Block	NRFY26	TBD	TBD
434	Restoration Fiber Jumper Block	NRFY27	TBD	TBD
435	Restoration Power and tag cables	NRFY28	TBD	TBD
436	Restoration Timing Source and tag cable	NRFY29	TBD	TBD
437	Restoration Timing Source and tag cable	NRFY30	TBD	TBD
438	Timing Record Book Update	NRFY31	TBD	TBD
439	Interconnection Records Update	NRFY32	TBD	TBD
440	Power Records Update	NRFY33	TBD	TBD
441	Vendor Engineering	NRFY34	TBD	TBD
442	Vendor Engineering	NRFY35	TBD	TBD
443		NRFY36	TBD	TBD
444	RATES AND CHARGES FOR POWER REDUCTION (CABLE REMOVAL)			
445	Application Fee	NRFY37	TBD	TBD
446	Project Management Fee - Power Reduction (cable removal)	NRFY38	TBD	TBD
447	Remove Power Cable-50AMP feed & below	NRFY39	TBD	TBD
448	Remove Power Cable-100AMP feed & above	NRFY40	TBD	TBD
449		NRFY41	TBD	TBD
450		NRFY42	TBD	TBD
451	RATES AND CHARGES FOR POWER REDUCTION (REFUSING ONLY)			
452	Application Fee	NRFY43	TBD	TBD
453	Project Management Fee - Power Refusing Only	NRFY44	TBD	TBD
454	Power Fuse Reductions on Company BDFB	NRFY45	TBD	TBD
455	Restoration Power and tag cables	NRFY46	TBD	TBD
456	Power Records Update	NRFY47	TBD	TBD
457	Vendor Engineering	NRFY48	TBD	TBD
458	Power Fuse Reductions on Power Balc	NRFY49	TBD	TBD
459	Restoration Power and tag cables	NRFY50	TBD	TBD
460	Power Records Update	NRFY51	TBD	TBD
461	Vendor Engineering	NRFY52	TBD	TBD
462		NRFY53	TBD	TBD
463		NRFY54	TBD	TBD
464		NRFY55	TBD	TBD
465	RATES AND CHARGES FOR INTERCONNECTION TERMINATION REDUCTION			
466	Application Fee	NRFY56	TBD	TBD
467	Project Management Fee - Interconnection Cable Reduction	NRFY57	TBD	TBD
468	Remove VFD/DSO Cable	NRFY58	TBD	TBD
469	Remove DS1 Cable	NRFY59	TBD	TBD
470	Remove DS3 Cable (Coax)	NRFY60	TBD	TBD
471	Remove Fiber Cables	NRFY61	TBD	TBD
472	Remove Fiber Jumper	NRFY62	TBD	TBD
473		NRFY63	TBD	TBD
474		NRFY64	TBD	TBD

AT&T Wholesale Amendment

**AMENDMENT TO THE AGREEMENT
BETWEEN
MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN
AND
NEW-CELL, INC. D/B/A CELLCOM**

This Amendment (the "Amendment") amends the Interconnection Agreement for a Wireless System Under Sections 251 and 252 of the Telecommunications Act of 1996 by and between Michigan Bell Telephone Company d/b/a AT&T Michigan, hereinafter referred to as "AT&T" and New-Cell, Inc. d/b/a Cellcom ("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 an Interconnection Agreement for a Wireless System under Sections 251 and 252 of the Communications Act of 1996 for Commercial Mobile Radio Service (CMRS), approved December 4, 2007 (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, Customer, and/or customer of AT&T and the Carrier's end user, Customer, and/or customer. All references to Local Traffic and/or Local Telecommunications Traffic in the Agreement are hereby replaced by the term "IntraMTA Traffic".

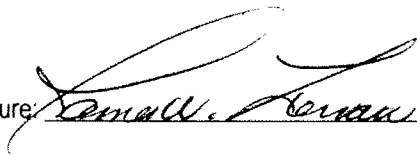
2. Effective September 12, 2012 (in compliance with ¶8 of FCC Order 11-189), the Parties shall implement bill-and-keep for IntraMTA Traffic exchanged between the Parties over Type 2A, Type 2B or Type 1 interconnection trunks and facilities. Specifically, neither Party shall compensate the other Party for IntraMTA Traffic exchanged between the Parties. This provision does not apply to transit traffic.
3. As of the Effective Date, 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.
4. The Parties agree to remove the terminating InterMTA Traffic rate and to replace the Reciprocal Compensation Rates for transport and termination Per Minute of Use for Type 2A, Type 1 and Type 2B in Attachment A 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 Attachment A shall remain the same.
5. The Parties agree that the terms and conditions of this Agreement shall apply only to IntraMTA Traffic, as defined herein. Further, the terms and conditions shall only apply to traffic originated by, or terminated to, a wireless carrier's network; e.g., this Agreement specifically does not include traffic that only uses a wireless carrier's FCC licensed CMRS services to relay the call from one wireline facility to another.
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").

New-Cell, Inc. d/b/a Cellcom

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

Signature: 

Signature: 

Name: James Lienau
(Print or Type)

Name: Patrick Doherty
(Print or Type)

Title: CTO V.P. Corp Tech Services
(Print or Type)

Title: Director - Regulatory
(Print or Type)

Date: 2/26/13

Date: 3-4-13

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