

PAGING
INTERCONNECTION AGREEMENT
BETWEEN
Pacific Bell
AND
Satellite Skypager, Inc.

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PAGING INTERCONNECTION AGREEMENT

THIS AGREEMENT is by and between Pacific Bell, a California corporation ("LEC") and Satellite Skypager, Inc., a California corporation ("Carrier").

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

WHEREAS, Carrier holds authority from the Federal Communications Commission to provide Commercial Mobile Radio Services, including one-way paging services which Carrier is now providing in the State of California as a telecommunications carrier; and

WHEREAS, LEC and Carrier have agreed to interconnect to permit the delivery of calls to Carrier's Paging Terminals in accordance with the Communications Act; and

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

WHEREAS, Section 251 of the Communications Act mandates good faith negotiations between the incumbent Local Exchange Carrier and any telecommunications carrier requesting interconnection or services; and

WHEREAS, using this negotiation process, LEC and Carrier have reached agreement on the terms and conditions to govern their interconnection agreement, as set forth in this Agreement.

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

1. DEFINITIONS

For purposes of this Agreement, including any and all Attachments, Exhibits, Appendices and Schedules hereto, and as used herein, the terms set forth below shall be defined as follows. Unless the context clearly indicates otherwise, any term defined or used in the singular will include the plural. The words "will" and "shall" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other will not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized and not defined in this Agreement will have the meaning in the Act or, in the absence of their inclusion in the Act, their customary usage in the telecommunications industry as of the Effective Date of this Agreement.

- 1.1. "Act" means the Communications Act of 1934, 47 U.S.C. § 151, et seq., as amended by the Telecommunications Act of 1996, and as interpreted from time to time in the duly authorized rules and regulations of the FCC or the Commission.
- 1.2. "Affiliate" means any person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this definition, the term "own" means to own an equity interest (or the equivalent thereof) of more than ten percent (10%). Person shall mean any individual, partnership, corporation, company, limited liability company association, or any other legal entity authorized to transact business in any state in the United States.
- 1.3. "Answer Supervision" means an off-hook supervisory signal of at least two seconds in duration sent by Carrier to PACIFIC BELL's serving End Office on all Completed Calls after address signaling has been completed.
- 1.4. "Authorized Services" means those CMRS one-way paging services which Carrier may lawfully provide on an interconnected basis, pursuant to the Communications Act of 1934, as amended.
- 1.5. "Bellcore" means Bell Communications Research, Inc.
- 1.6. "Carrier" means Satellite Skypager, Inc., a CMRS paging provider. Carrier shall not include any Affiliate of Carrier or other legal entity absent separate agreement of the Parties and except as listed on Appendix Affiliates.
- 1.7. "Central Office", "Central Office Switch" or "CO" means a switching entity within LEC's network, including, but not limited to End Office Switches and Tandem Switches. Central Office Switches may be employed as combination End Office/Tandem Switches.
- 1.8. "Commercial Mobile Radio Service" or "CMRS" is as defined by the FCC.
- 1.9. "Commission" means the state regulatory body with jurisdiction over telecommunications.
- 1.10. "Completed Call" means a call which is delivered to Carrier's Paging Terminal and for which Answer Supervision is returned.
- 1.12. "Customer" means the end user purchaser of telecommunications services from a Party.

1.13. "Dedicated NXX Code" means a three-digit exchange prefix and associated 10,000 telephone number block assigned to Carrier's network.

1.14. "Disconnect Supervision" means an on-hook supervisory signal sent at the completion of a call.

1.15. "End Office" is a location containing switches from which LEC's Customer's Exchange Services are directly connected and offered.

1.16. "Exchange Service" is as defined in the Act.

1.17. "FCC" means the Federal Communications Commission.

1.18. "Governmental Authority" means any federal, state, local, foreign, or international court, government, department, commission, board, bureau, agency, official, or other regulatory, administrative, legislative, or judicial authority with jurisdiction.

1.19. "Interconnection" is the physical linking of LEC's network with Carrier's paging system.

1.20. "Interexchange Carrier" or "INC" means a provider of interexchange telecommunications services.

1.21. "LATA" means Local Access and Transport Area the boundaries of which are set forth in LEC's tariffs.

1.22. "Local Service Area" is the area within which service is furnished by LEC between stations without charge other than the regular exchange service charge.

1.23. "Local Exchange Carrier" or "LEC" is as defined in the Act, and refers in this Agreement to Pacific Bell.

1.24. "Local Exchange Routing Guide" or "LERG" means a Bellcore Reference Document used by Telecommunications Carriers to identify NPA-NXX routing and homing information as well as equipment designations.

1.25. "MTA" means "Major Trading Area" as defined by the FCC rules, Part 24, 24.202(a).

1.26. "North American Numbering Plan" or "NANP" means the system of telephone numbering employed in the United States, Canada, and certain Caribbean countries.

1.27. "Numbering Plan Area" or "NPA" is also sometimes referred to as an area code and the three digit indicator that is defined by the "A", "B" and "C" digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA. A "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that Geographic area. "Non-Geographic NPAs" are SAC Codes.

1.28. "NXX", "NXX Code", or "Central Office Code" means the three digit switch entity indicator that is defined by the "D", "E", and "F" digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.

1.29. “Paging Customer” means the end user purchaser of paging services from Carrier.

1.30. “Paging Interconnection” is the arrangements described in this Agreement for the one-way, land to Carrier delivery of traffic.

1.31. “Paging Interconnection Trunks/Trunk Groups” are one-way, land to Carrier trunks/trunk groups used solely for the delivery of Paging traffic at the POI between LEC’s network and Carrier’s system.

1.32. “Paging Terminal” is equipment used by Carrier to receive, store, and forward paging messages to Carrier’s Customers.

1.33. “Party” means either LEC or Carrier. “Parties” means both LEC and Carrier.

1.34. “Point of Interconnection” or “POI” means the physical demarcation point between LEC and Carrier. This point establishes the technical interface, the test point(s), and the point(s) for operational division of responsibility between LEC’s network and Carrier’s paging system. The location of POIs between LEC and Carrier at the time of execution of this Agreement are set forth in Appendix – POI. Any change to the POI locations listed in Appendix – POI shall require agreement of the Parties.

1.35. “Rate Center” means the specific geographic point and corresponding geographic area that have been identified by a LEC as being associated with a particular NPA-XXX code.

1.37. “Service Access Code” or “SAC Code” is a non-geographic NPA typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 500, Toll Free Service NPAs, 700 and 900 are examples of SAC Codes.

1.38. “Serving Wire Center” means the Wire Center that serves the geographic area where Carrier is located in each LATA.

1.39. “Switched Access” service means an offering of access to services or facilities for the purpose of the origination or the termination of traffic from or to Switched Access Service customers in a given area pursuant to a Switched Access tariff. Switched Access Services include: Feature Group A (“FGA”), Feature Group B (“FGB”), Feature Group D (“FGD”), Toll Free Service, and 900 access.

1.40. “Tandem Switches” or “Access Tandem Switches” are switches that are used to connect and switch trunk circuits between and among LEC’s Central Office Switches and other Telecommunications Carriers’ switches for the purposes of providing local exchange and Switched Access services.

1.41. “Tandem” refers to a LEC Central Office containing an Access Tandem Switch.

1.42. “Telecommunications Carrier” is as defined in the Act.

1.43. “Toll Free Service” means service provided with a dialing sequence that invokes toll-free, (i.e., 800-like) service processing. Toll Free Service includes calls to the Toll Free Service 800 888 NPAs.

1.44. "Trunk Side" refers to a Central Office switch connection that is capable of, and has been programmed to treat the circuit as connecting to another switching entity, for example, another Central Office switch. Trunk Side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.

1.45. "Type 1 Connecting Facilities" or "Type 1" means Paging Interconnection services, arrangements, and facilities established between Carrier's POI and LEC's End Office(s) as technically defined in Bellcore Technical Reference GR-145-CORE and as provided in accordance with this Agreement. There are two types of Type 1 Connecting Facilities for Land to Pager traffic delivery: First, the Direct Inward Dial (DID) Trunk. This is a two-wire, one-way land-to-pager trunk side connection between the Carrier's Paging terminal and the LEC End Office. Second, the Trunk Side Message Trunk (TSMT) is a two or four wire one-way land-to-pager trunk connection from Carrier's Paging terminal and the LEC End Office.

1.46. "Type 1 Dial Line" is a two-wire, one-way pager-to-land line side connection at the LEC End Office switch. This connection cannot be used for land to pager traffic delivery. The usage rates set forth in LEC's Tariff Schedule Cal. PUC A.6.2. (MTS rates) shall apply to Type 1 Dial Line.

1.47. "Type 2A Connecting Facility" or "Type 2A" means Paging Interconnection services, arrangements, and facilities established between Carrier's POI and LEC's Tandem Switch(es) as technically defined in Bellcore Technical Reference GR-145-CORE and as provided in accordance with this Agreement.

1.48. "Wire Center" denotes a building or space within a building which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected and switched. LEC's Wire Center can also denote a building in which one or more Central Offices, used for the provision of exchange services and Switched Access services, are located.

2. PAGING INTERCONNECTION FOR TRAFFIC DELIVERY

2.1 **Technical Provisions.** This section provides for the physical connection of the facilities and equipment of Carrier and LEC's network for the transmission and routing of paging calls within the Local Service Area and Switched Access traffic consistent with the requirements of 47 C.F.R. Part 51, Section 51.305. LEC and Carrier will physically connect their facilities and equipment in accordance with the service, operating, and facility arrangements set forth hereinafter.

2.1.1 **Paging Interconnection.** Carrier may order Type 1 or Type 2A Connecting Facilities in the configurations described below:

2.1.1.1. Type 1. Carrier shall designate only one Point of Interconnection ("POI") for each Local Service Area from which Carrier desires to receive traffic through Type 1 Connecting Facilities, and shall designate only one End Office per Local Service Area to be associated with that POI and from which to receive the Type 1 service. All of Carrier's telephone numbers in

a Local Service Area shall reside within the designated End Office or the POI, except as described below. The location of POIs at the time of execution of this Agreement are set forth in Appendix POI. Any change to the POI locations listed in Appendix POI shall comply with the provisions of this Section 2 and Section 17, below.

- 2.1.1.2. Type 2A – Tandem Connection Carrier may establish a homing arrangement to its Paging Terminal by designating a LEC Tandem for routing NXXs that it has been assigned by a Central Office Code Administrator. Each NXX must have a single rate point and that rate point must be within the same LATA as the POI and tandem serving the paging terminal.
- 2.1.1.3. Carrier may designate the interface it wants to receive from the following combinations: Trunk Side terminations at voice grade, DSO or DS1 level for Type 1, and Trunk Side at DS1 level for Type 2A. LEC shall provide the facility from the designated End Office to the POI associated with it. Only one trunk group will be provided by LEC from the designated End Office to Carrier's associated POI
- 2.1.1.4. Carrier shall provide LEC traffic forecasts as provided in Section 2.6 below.
- 2.1.1.5. Carrier shall designate a single POI to be associated with each LEC Tandem within a LATA from which Carrier wishes to receive traffic. LEC shall provide the facility from each LEC Tandem within a LATA to its associated POI.
- 2.1.1.6. Carrier may designate a single POI to be associated with a LEC Tandem for delivery of all traffic within the LATA. This option is mutually exclusive of the option in section 2.1.1.5 where POIs are established for all tandems in the LATA.
- 2.1.1.7. Carrier shall be responsible for the cost and maintenance of all facilities on its side of the POI.

2.1.2. **Signaling Protocol.** The Parties agree, subject to Section 3.4.2 below, to interconnect their networks using multi-frequency ("MF") or ("DTMF") signaling, subject to availability at the End Office or Tandem at which interconnection occurs. The Parties acknowledge that the use of MF signaling may introduce undesirable characteristics to the interconnection arrangement, and may cause service problems. LEC will not be responsible for correcting such performance problems that are associated with MF-to-SS7 inter-working or the signaling protocol required for MF interconnection with Carrier.

2.2. **Paging Interconnection Trunk Arrangement and Associated Signaling Interconnection.**

2.2.1. Trunk Side Paging Interconnection Terms. Using the facilities and trunk arrangements described in Section 2.1 above, Carrier shall receive Paging traffic from LEC as follows:

- a. LEC shall deliver traffic from INCs to Carrier's Paging Terminals over Paging Interconnection Trunks.
- b. Except as set forth in subsection c. below, LEC shall deliver all traffic destined to Carrier's Paging Terminal in accordance with the serving arrangements defined in the LERG.
- c. Since Carrier has interconnection facilities with LEC, unless otherwise agreed to, LEC will not deliver calls destined to terminate at Carrier's Paging Terminal via another Telecommunications Carrier's Switch, but will instead route them through LEC/Carrier interconnection facilities. Further, where Carrier's Dedicated NXX Codes subtend another Telecommunications Carrier's Tandem Switch, the Parties will establish trunking directly between LEC's Central Office and Carrier's Paging Terminal or equipment location for the completion of all land to Carrier calls destined to terminate to such NXXs. LERG routing is not guaranteed for direct trunked traffic to NXXs that are associated with another Telecommunications Carrier's Tandem Switch.
- d. It is the responsibility of Carrier to negotiate interconnection and compensation arrangements directly with other Telecommunications Carriers. LEC will deliver all land to Carrier calls destined to terminate at a subtending Paging Terminal regardless of the Telecommunications Carrier originating the call; other than delivering the call, LEC has no responsibility for traffic routed through another Telecommunications Carrier's Tandem Switch to LEC's Tandem Switch destined for Carrier's Paging Terminal.

2.3. Responsibilities of the Parties.

2.3.1. Carrier and LEC shall:

- a. Provide trained personnel with adequate and compatible test equipment to work with each other's technicians;
- b. Notify each other when there is any change affecting service;
- c. Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure the Paging Interconnection Trunks/Trunk Groups and facilities are installed and comply with acceptance test requirements and are placed in service in a timely fashion;
- d. Perform sectionalization to determine if a trouble is located in its facility or its portion of the Paging Interconnection Trunks prior to referring the trouble to each other; and
- e. Provide each other with a trouble reporting number that is readily accessible and available 24 hours/ 7 days a week.

2.3.2. Carrier shall provide LEC test line numbers and access to test lines, including a test line number that returns Answer Supervision in each of Carrier's Designated NPA-NXXs.

Carrier agrees that it will not market to its Customers, hold itself out, enter into any agreement to provide, or encourage its Customers to use Facilities and services provided hereunder for the provision of services other than Carrier's Authorized Services. To the extent that Carrier seeks to use the interconnection arrangements provided herein to provide services other than (i) one-way land to pager service and (ii) incidental pager to land traffic (*i.e.*, two-way services other than incidental pager to land traffic) the Parties shall separately negotiate and agree upon the terms and conditions for the exchange of such traffic. For the purpose of this section, "incidental pager to land traffic" means pager to land traffic that does not exceed one percent (1%) of the total land to pager traffic exchanged between the Parties.

2.4. Terms for Use of Facilities for Paging Interconnection.

2.4.1. **Paging Interconnection Transport Arrangements.** The Parties will interconnect their networks using digital or analog facilities, as selected by LEC. The level of service provided hereunder to Carrier under this Agreement, will be at a standard equal in quality and performance to that which the LEC provides itself.

2.4.2. **Amendments To Paging Interconnection POI Locations.** The POI locations between LEC and Carrier are set forth in Attachment I to this Agreement. The Parties must mutually agree in writing to any amendment, change, or other modification of the Paging Interconnection POI locations.

2.5. Intercept Arrangements.

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

2.5.2. When Carrier's system is not able to complete a call because of a malfunction in Carrier's system, Carrier will, when possible, either divert the call to an operator or provide a recorded announcement to the calling party advising that the call cannot be completed.

2.5.3. Whenever a call is directed to an operator or a voice intercept recorded announcement as described in Section 2.5.2., Carrier shall not provide Answer Supervision.

2.6. Traffic Forecasting.

2.6.1. To permit orderly growth and network management, Carrier shall forecast the volume of traffic of each interconnection facility associated with each POI. Carrier forecast information must be provided to LEC at least twice a year. When

extraordinary changes are anticipated, Carrier shall provide additional semi-annual forecasts to account for such changes. For land to Carrier traffic, LEC shall determine the number and type of trunks needed to connect to each of Carrier's paging facilities to handle the actual and forecast future traffic in accordance with industry standards. LEC shall employ such forecasts, actual traffic volumes and sound engineering practices to provide such facilities.

The semi-annual forecasts shall include:

- a. Yearly forecasted trunk quantities (which include measurements that reflect actual Tandem and End Office Paging Interconnection and trunks and Tandem-subtending Paging Interconnection End Office equivalent trunk requirements for three (3) years (current and plus-1 and plus-2) by quarter;
- b. The use of Common Language Location Identifiers ("CLLI-MSG"), which are described in Bellcore documents BR 795-100-100 and BR 795-400-100;
- c. A description of major system projects that affect LEC. Major system projects include trunking or system rearrangements, shifts in anticipated traffic patterns, or other activities by Carrier that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

2.6.2. LEC reserves the right to resize any Paging Interconnection Trunk/Trunk Group as dictated by sound engineering practice. LEC shall provide reasonable notice of such change and confer with Carrier before initiating any resizing.

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

2.7 Trunk Servicing

2.7.1 LEC shall be the designated Control Party for all Paging Interconnection Trunks provided to Carrier. Carrier shall be the designated Control Party for all Paging Interconnection Trunks provided by LEC where Carrier is responsible for 100% of the associated facility charges. The Control Party shall have sole responsibility for all Service Requests involving their Paging Interconnection Trunk adds, changes, or disconnects. All Service Requests will be processed by use of an Access Service Request (ASR) and shall be forwarded to LEC's Wireless Interexchange Carrier Service Center (ICSC).

2.7.2 Parties shall jointly manage the capacity of Paging Interconnection Trunk Groups. Should a Party identify a need for change on trunk groups for which the other Party is the designated Control Party, that Party shall submit a Trunk Group Servicing Request (TGSR) to the Control Party. If agreeable, the Control Party will respond by issuing an ASR within 10 days of receipt. If the Control Party does not agree, the Control Party will initiate a joint planning discussion within 10 days.

- 2.7.3 LEC's ICSC will issue a Firm Order Confirmation (FOC) and, if requested on the ASR, a Design Layout Record (DLR) to the Control Party within five (5) business days after receipt of the ASR.
- 2.7.4 The LEC will process trunk service requests submitted via a properly completed ASR within twenty (20) business days of receipt of such ASR unless defined as a major project, as stated in Section 2.9.2 below. Facilities must also be in place before trunk orders can be completed.
- 2.7.5 Orders that comprise a major project, i.e. five (5) DS1's or more shall be submitted in a timely fashion, and their implementation shall be jointly planned and coordinated.
- 2.7.6 In the event that Carrier requires trunk servicing within shorter time intervals than those provided for in this Agreement due to a bona fide Customer demand, the Control Party may designate its ASR as an "Expedite" and LEC shall use best efforts to issue its FOC and DLR and install service within the requested interval according to applicable tariff provisions.
- 2.7.7 Each Party shall be responsible for engineering their networks on their side of the POI.

2.8 Trunk Design Blocking Criteria

- 2.8.1 Trunk forecasting and servicing for Paging Interconnection Trunk Groups shall be based on the industry standard objective of two percent (2%) overall time consistent average busy season busy hour loads (one percent (1%) from the End Office to the Tandem and one percent (1%) from the Tandem to the End Office based on the engineering document referred to as Neil Wilkinson B.01M [Medium Day-to-Day Variation] until traffic data is available).
- 2.8.2 Control Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds on an average time consistent busy hour for a twenty (20) business day study period. The Parties agree that twenty (20) days is the study period duration objective.

2.9 Ordering

- 2.9.1 Orders from Carrier to LEC to modify trunking arrangement shall be placed by use of a Trunk Group Service Request ("TGSR") by facsimile transmission. LEC shall consider Carrier-placed TGSRs, but shall have the right to reject such TGSRs if, in LEC's engineering judgment, the TGSR is not necessary.
- 2.9.2 LEC will manage the capacity of Paging Interconnection Trunk Groups. LEC will send a Trunk Group Service Request ("TGSR") to Carrier to trigger changes LEC desires to the Paging Interconnection Trunk Groups based on LEC's capacity assessment. Carrier will issue a TGSR to LEC to begin the provisioning process:

a. Within ten (10) business days after receipt of the TGSR, upon review of a response to LEC's TGSR; or

b. At any time as a result of Carrier's own capacity management assessment.

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

2.10 Delivery of Traffic

2.10.1 Carrier and LEC agree that delivery of traffic to their respective Customers through use of their own dedicated local networks (wireless or wireline) is a basic requirement for local telecommunication carrier status. Carrier and LEC agree that neither party will use the dialed access (dialed access is any DTMF, MF or SS7 ISUP signaling used to launch a telephone call or message into another network) to the switched network of any carrier (including the networks of parties to this agreement) as any part of the delivery path for traffic, received via interconnection facilities covered by this agreement, to their own Customers.

2.10.2 Carrier shall not use the interconnection arrangements established in this Agreement to deliver any traffic to a third party LEC or WSP.

3. COMPENSATION ARRANGEMENTS

3.1 Compensation Conditions

3.1.1 This Agreement includes provisions that incorporate determinations reached in an arbitration conducted in California under 47 U.S.C. § 252, that is, the arbitration filed by Cook Telecom, Inc., Application 97-02-003 and the resultant Decisions by the Commission (the "Cook Arbitration"). Those determinations include, but are not be limited to, the determination that one-way paging companies are entitled to be compensated for terminating paging traffic. LEC does not incorporate these determinations voluntarily, but only because of the Decisions in the Cook Arbitration.

3.1.2 The provisions of this Agreement are subject to the result of any appeal of the Decisions in the Cook Arbitration and any decisions of the FCC related to the provisions included herein, and any such result or decision that changes the Parties' obligations regarding the payment of reciprocal compensation or the provision of facilities or transport shall relate back to the Effective Date of this Agreement and any prior interconnection agreements negotiated pursuant to the Act.

3.1.3 For purposes of this section, the determination of the location of the origination and termination points of a call shall be made by referencing the V and H Coordinates of the originating LEC NPA/NXX (End Office) and the V and H Coordinates of the geographic location of Carrier's Paging Terminal.

3.2 Compensation for Local Traffic.

3.2.1 Subject to Section 33 of this Agreement, LEC will compensate Carrier for termination and transport of Local Paging Calls that are originated by LEC and terminated at Carrier's Paging Terminals at the rate of \$0.001 per Local Paging Call.

3.2.2 Compensation under this section is limited to traffic that is delivered by LEC to Carrier over interconnection trunks covered by this Agreement. LEC is not responsible for compensation for any traffic delivered to Carrier from any third party regardless of method of delivery or the origin of the traffic. LEC is not responsible for compensation on calls delivered to Carrier via administrative lines or Type 1 dial line connections.

3.3 Compensation for Facilities

3.3.1 For all Type 1 facilities, LEC shall bill and Carrier shall pay the full amount of the applicable access tariff rate for the facility. To compensate Carrier for LEC's use of the facility, Carrier shall bill and LEC shall pay an amount equal to 74% of the amount LEC billed to Carrier for that facility for POI locations within 12 miles of the Type 1 connecting office. For POI locations in excess of 12 miles from the Type 1 connecting office, Carrier shall bill and LEC shall pay an amount limited to LEC's percent of use of the same type of facility of 12 miles in length.

3.3.2 For all Type 2A facilities, LEC shall bill and Carrier shall pay the full amount of the applicable access tariff rate for the facility. To compensate Carrier for LEC's use of the facility, Carrier shall bill and LEC shall pay an amount equal to 74% of the amount billed to Carrier for that facility for POI locations within 25 miles of the Tandem. For POI locations more than 25 miles from the tandem, Carrier shall bill and LEC shall pay an amount limited to LEC's per cent of use of the same type of facility of 25 miles in length.

3.3.3 Carrier and LEC agree that the Type 1 interconnection method is less efficient than the tandem connection. Carrier agrees to use its best efforts to minimize the use of the Type 1 interconnection in favor of the peer to peer Type 2A connection.

3.4 Other Services. The charges for the following Other Services provided by LEC to Carrier are set forth below.

3.4.1 Billed Number Screening. Billed Number Screening shall be available to prevent billing of inward calls to Carrier on a received-collect or third-number basis in either a Dedicated NXX Code or DID Number block. There are no charges associated with this service. This service will be provided to Carrier unless Carrier informs LEC in writing that it does not want this option. LEC will provide the screening

instructions associated with Carrier's telephone numbers for inquiries from carriers which have arrangements with LEC to access the Billed Number Screening database.

- 3.4.2 Signaling. LEC will provide at Carrier's request, Signaling System - "SS", in order to allow out of band signaling in conjunction with the delivery of traffic to Carrier's network. Charges for such interconnection will be applied based on LEC's Schedule Cal. PUC Tariff No. 175-T, Section 6
- 3.4.3 Reverse Toll Billing - LEC's Land to Pager 2 (LP2) billing arrangement is an optional reverse billing arrangement in which LEC does not charge its landline Customers the toll charges (for calls outside of the LEC Customer's local calling area, as defined by the Commission and stated in LEC's exchange tariff) they incur in calling Carrier's Customers, but, instead, charges Carrier. This option allows a LEC Customer to dial Carrier's Dedicated NXX Codes from anywhere in a LATA and be billed only for a local call. Carrier pays usage rates only for calls outside of the Customer's local calling area as measured by the Rating Point of caller's originating End Office Switch to the Rating Point of Carrier's Dedicated NXX Code.
- 3.4.4 LEC and Carrier agree that LP2 is a reverse billing arrangement, and is not a charge for the origination of traffic from LEC to Carrier. Carrier represents that it has requested that LEC offer this billing arrangement, and it hereby waives any rights it may have to receive this traffic without charge. Carrier agrees to pay the rates and charges for the LP2 services as documented in Appendix Pricing.
- 3.4.5 LEC will make the LP2 billing option available to Carrier until October 31, 1999 on the same terms and conditions as other paging carriers receive. Charges for LP2 are listed in Appendix Pricing. The Parties agree that, as of November 1, 1999 the LP2 billing option will be discontinued.

3.5 Charges and Payment.

- 3.5.1. Subject to the provisions of Section 3.5.2 below, each Party agrees to pay the other all rates and charges by the payment date. When Carrier bills LEC pursuant to Section 3.2, Carrier shall render bills to LEC one month in arrears. All nonusage-sensitive monthly charges shall be billed monthly in advance, except those charges due for the initial month, or a portion of the initial month, during which new items are provided will be included in the next bill rendered. Usage-sensitive charges hereunder shall be billed monthly in arrears.
- 3.5.2. Late Payment Charge. Bills will be considered past due 30 days after the bill date or by the next bill date (i.e., same date as the bill date in the following month), whichever occurs first, and are payable in immediately available funds. If the amount billed is received by the billing Party after the payment due date or if any portion of the payment is received by the billing Party in funds which are not immediately available to the billing Party, then a late payment charge will apply to the unpaid balance. The late payment charge will be as set forth in LEC's tariff Schedule 175-T, Section 2.4.1.

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

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

3.5.5 Billing Disputes. In the event that a billing dispute arises concerning any charges, the dispute shall be resolved in accordance with the Dispute Resolution provisions set forth in Section 33 of this Agreement.

3.5.6. Tariffed Services and Facilities. Where charges specifically refer to tariffed rates, then those charges and those alone shall be deemed amended to conform to any authorized modifications that may hereafter occur to the tariff rates for such equivalent facilities and arrangements. Such amendments shall become effective upon the effective date of tariff modifications. Services and facilities purchased pursuant to LEC's tariffs will be paid for by Carrier at the rates and charges and within the timeframes contained in such tariffs.

3.5.7 Surcharges and Surcredits. The rates and charges for facilities and serving arrangements provided pursuant to this Agreement are subject to the applicable surcharges listed in LEC's intrastate and/or interstate tariffs.

3.6. LEC and Carrier shall each perform the necessary Call Recording and rating for its respective portions of an interchanged call. Each Party shall be responsible for billing and collection from their respective Customers.

3.7. Invoices for Charges. Not later than thirty (30) days following the end of each monthly billing cycle, LEC shall deliver to Carrier an invoice reflecting the charges due from Carrier for charges attributable to the month covered by such billing cycle. Charges due for the initial month or a portion of the initial month during which new items are provided will be included in the next bill rendered. All invoices shall be due and payable by the payment date that is within thirty (30) days following the invoice date, or the next bill date, whichever comes first.

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

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

3.8.2 The Parties will issue invoices for usage and Facilities. Usage charges will be billed in arrears based on the agreed upon rates set forth in Section 3.2 of this Agreement. Facility charges will be billed in advance from LEC and will be based on the charges applicable facility access tariffs. Any fractional monthly charges and credits for Facilities incurred during the bill period may be reflected on the invoice for that bill period or the following bill period. Carrier will bill LEC under separate invoice for LEC's proportionate share of facilities, as stated within Section 3.3.

3.8.3 Carrier will bill LEC by state, based on the terminating location of the call. Carrier will display the Common Language Location Identifier (CLLI) codes of the points of interconnection where the exchange of traffic between LEC and Carrier takes place as well as the number of calls for each trunk route. If Carriers point of delivery does not have a CLLI code, Carrier will display the unique identifier it assigned to its location and identified in Attachment II (POI Locations). LEC will bill Carrier for any Mobile to Land calls by the End Office/Tandem Switch, based on the terminating location of the call and will display and summarize the number of calls and Conversation MOU's, for each terminating office.

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

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

3.9. Either Party may request that the other Party verify the accuracy of amounts shown on invoices provided pursuant to this Agreement. The Party receiving the request shall provide information reasonably sufficient to verify its invoices within thirty (30) days after the request date. If the requesting Party still questions an amount shown on an invoice, then such Party may give written notice of commencement of the dispute resolution process in accordance with the terms of this Agreement.

3.10. **Lost or Destroyed Usage Data:** In the event that either Party's data is lost, damaged or destroyed and cannot be recovered, and this results in its inability to determine actual usage, the Parties shall agree upon an estimate of the amount of revenue lost based on the Party's average monthly usage in the preceding three (3) months in which data is available and shall use the agreed data for settlement of compensation among themselves. This procedure shall only be employed for one month during any twelve month period or period of continuous loss of usage data, whichever is longer. When the party resumes having actual usage data, the monthly usage will be calculated for the period of lost, damaged or destroyed data by averaging the usage for the three months before such period and the usage for the three months following such period. If this average monthly usage amount is more than 10% different from the average monthly usage calculated solely on the months preceding the loss period, appropriate adjustments will be made between the parties.

3.11 Taxes

- 3.11.1 With respect to any purchase of service under this Agreement, if any Federal, state or local government tax, fee, surcharge, or other tax-like charge (a "Tax") is required or permitted by applicable law, ordinance or tariff to be collected from a purchasing Party by the providing Party, then (a) the providing Party will bill, as a separately stated item, the purchasing Party for such Tax, (b) the purchasing Party will timely remit such Tax to the providing Party, and (c) the providing Party will remit such collected Tax to the applicable taxing authority.
- 3.11.2 If the providing Party does not collect a Tax because the purchasing Party asserts that it is not responsible for the tax, or is otherwise excepted from the obligation which is later determined by formal action to be wrong then, as between the providing Party and the purchasing Party, the purchasing Party will be liable for such uncollected Tax and any interest due and/or penalty assessed on the uncollected Tax by the applicable taxing authority or governmental entity.
- 3.11.3 If either Party is audited by a taxing authority or other governmental entity the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.
- 3.11.4 If applicable law excludes or exempts a purchase of services under this Agreement from a Tax, and if such applicable law also provides an exemption procedure, such as an exemption certificate requirement, then, if the purchasing Party complies with such procedure, the providing Party will not collect such Tax during the effective period of the exemption. Such exemption will be effective upon receipt of the exemption certificate or affidavit.
- 3.11.5 If applicable law excludes or exempts a purchase of services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party (a) furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the applicable law which allows such exemption, and (b) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless on an after-tax basis with respect to forbearing to collect such Tax.
- 3.11.6 With respect to any Tax or Tax controversy covered by this Section 3, the purchasing Party will be entitled to contest, pursuant to applicable law, and at its own expense, any Tax that it is ultimately obligated to pay. The purchasing Party will be entitled to the benefit of any refund or recovery resulting from such a contest. The providing Party will cooperate in any such contest.
- 3.11.7 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 3, will be made in writing and will be delivered by certified mail, and sent to the addresses stated in Section 15. LEC

Either Party may from time-to-time designate another address or addressee by giving notice in accordance with the terms of this Section 3.11.7. Any notice or other communication will be deemed to be given when received.

4. NUMBERING

- 4.1. Each Party will comply with Industry Carriers Compatibility Forum ("ICCF") Central Office Code Guidelines, or modifications that may be made to those Guidelines by the newly established Network Interconnection/Interoperability Forum ("NI/IF").
- 4.2. It shall be the responsibility of each Party to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither LEC nor Carrier shall charge each other for changes to switch routing software necessitated by the opening of NPA or NXX codes. If either Party is authorized to recover its costs for changes to switch routing software necessitated by the opening of NPA or NXX codes, the Parties shall reimburse each other's costs according to such authorization.
- 4.3. The Parties will each be responsible for the electronic input of their respective number assignment information into the Routing Database System. The Parties shall cooperate to reassign the routing V&H and the Common Language Location Identifier ("CLLI") of Dedicated NXX Codes from LEC's Access Tandems to points within Carrier's network as designated by Carrier, in accordance with the provisions of Section 2.1.3. above. Carrier agrees that it shall use best efforts to complete the reassignment of its Dedicated NXX Codes into its network. The Parties agree to complete the transfer of all codes by the second quarter of 2000. Until a NXX code is reassigned, it will continue to be temporarily assigned to LEC's network as shown in the LERG.

5. NUMBER PORTABILITY

- 5.1. Paging is currently excluded from number portability requirements by FCC ruling. Accordingly, neither party has an obligation to provide the other with number portability. Nonetheless, should Carrier submit traffic to LEC that requires a number portability query, LEC will charge and Carrier will pay applicable tariff charges for LNP queries. If at some point, paging is subjected to number portability requirements, the parties shall comply with applicable law. If Carrier is then required to port numbers, LEC will not administer the database for those numbers, absent separate agreement.
- 5.2. The Parties reserve the right to block default routed calls incoming to their networks in the event of significant network failure in order to protect the public switched network from overload, congestion, or failure propagation.
- 5.3. Dialing parity will be available to Carrier in accordance with the Act.

6. TROUBLE REPORTING

The Parties will cooperatively plan and implement coordinated repair procedures for the

Paging Interconnection Trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner. Each party will provide the other Carrier with a single point of contact, available 24 hours a day, seven days a week, to whom to report trouble associated with the Parties' interconnection.

7. INSOLVENCY

- 7.1. Either Party may terminate this Agreement by notice in writing effective upon mailing to the other Party in the event the other Party is insolvent, makes an assignment for the benefit of creditors, is unable to pay debts as they mature, files or has filed against it a petition in any court setting forth or alleging any of the foregoing or has a trustee or receiver or officer of the court appointed to control or supervise all or any substantial part of its assets or business. Such termination shall be permitted only if adequate assurance cannot be provided in accordance with Section 7.2.
- 7.2. When the circumstances referred to in Section 26.1, above exist, either Party may in writing demand adequate assurance of due performance and, until said Party receives such assurance, the other Party may suspend any performance required under this Agreement. The adequacy of any assurance offered shall be determined according to commercial standards. After receipt of a justified demand, failure to provide within a reasonable time, not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Either Party may then exercise whatever legal rights they have available to them in light of said repudiation.

8. NETWORK MANAGEMENT

- 8.1. The Parties will work cooperatively to implement this Agreement. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, etc., to achieve this desired reliability.
- 8.2. Neither Party will use any service provided under this Agreement in a manner that impairs the quality of service to other carriers or to either Party's Customers. Either Party will provide the other Party notice of said impairment at the earliest practicable time.
- 8.3. Protective Controls. LEC may use Protective Controls on traffic towards Carrier's network when required to protect the public switched network from congestion due to facility failures, switch congestion or failures, or focused overload. LEC will notify Carrier immediately of any protective control action planned or executed.
- 8.4. Expansive Controls. Where the capability exists, originating traffic reroutes may be implemented by LEC, at LEC's expense, to temporarily relieve network congestion due to facility failures or abnormal calling patterns; reroutes will not be used to circumvent normal trunk servicing.
- 8.5. Network Harm. Both Parties shall work cooperatively to prevent use of any service provided in this Agreement in any manner that interferes with third parties in the use of their service, prevents third parties from using their service, impairs the quality of service to other Telecommunications Carriers, to LEC's Customers, or to Carrier's Paging Customers, causes

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

8.6 **Access to Rights-of-Way.** Each Party shall provide the other Party access to its poles, ducts, rights-of-way and conduits it owns or controls in accordance with the requirements of state and federal law on terms, conditions, and at prices comparable to those offered to any other telecommunications carrier within the state that such access is provided pursuant to each Party's applicable tariffs, contracts, or standard agreements.

9. LIABILITY AND INDEMNITY

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

9.2 The Parties' liability to each other during any twelve month period resulting from any and all causes, other than for willful misconduct (including gross negligence), will not exceed the total of the amounts each party bills to the other hereunder during the Twelve Month Period in which such cause accrues or arises. For purposes of this Section, a Twelve Month Period is the period of time commencing as of the date such cause accrues or arises and extending back twelve months, but not beyond the date on which this Agreement becomes effective. Should a Twelve Month Period not include a full twelve months, the resulting amounts shall be annualized.

9.3 Except as otherwise stated in this Section 9, and except for damages resulting from gross negligence or willful misconduct, the liability of each Party for damages arising out of delays in installation, maintenance, or restoration of facilities, services, or arrangements or out of mistakes, omissions, interruptions, or errors or defects in transmission occurring in the course of exchanging traffic over the facilities, services or arrangements described herein shall in no event exceed the amount of the allowance, if any, available under the applicable Tariff or contract.

9.4 Except for losses alleged or made by an Customer of either Party, or except as otherwise provided in specific appendices, in the case of any loss alleged or made by a third party arising under the negligence or willful misconduct of both Parties, each Party shall bear, and its obligation under this section shall be limited to, that portion (as mutually agreed to by the Parties) of the resulting expense caused by its own negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it.

9.5 Each Party agrees to reimburse the other for damages to premises or equipment resulting from the installation, maintenance, or removal of facilities, services, or arrangements, if caused by negligence or willful act of the reimbursing Party.

9.6 Each Party shall reimburse the other for any loss through theft of facilities or services, by or through employees of the reimbursing Party while on the premises of the other.

9.7 Neither Party shall be required to reimburse the other for any claim or loss pursuant to this Section 9 where the amount in controversy is less than two hundred fifty dollars (\$250.00).

9.8 **NEITHER CARRIER NOR LEC WILL BE LIABLE TO THE OTHER PARTY FOR**

ANY INDIRECT, INCIDENTAL CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTIES (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTIES), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY RELEASES THE OTHER PARTY (AND SUCH OTHER PARTY'S SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS) FROM ANY SUCH CLAIM. NOTHING CONTAINED IN THIS SECTION WILL LIMIT LEC'S OR CARRIER'S LIABILITY TO THE OTHER FOR (A) WILLFUL OR INTENTIONAL MISCONDUCT (INCLUDING GROSS NEGLIGENCE); (B) BODILY INJURY, DEATH, OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY LEC'S OR CARRIER'S NEGLIGENT ACT OR OMISSION OR THAT OF THEIR RESPECTIVE AGENTS, SUBCONTRACTORS OR EMPLOYEES, NOR WILL ANYTHING CONTAINED IN THIS SECTION LIMIT THE PARTIES INDEMNIFICATION OBLIGATIONS, AS SPECIFIED BELOW.

9.9 Obligation to Indemnify

- 9.9.1 Each Party will and hereby agrees to defend at the other's request, indemnify, and hold harmless the other Party and each of its officers, directors, employees, and agents (each, an *Indemnitee*) against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment, or settlement of any nature or kind, known or unknown, liquidated or unliquidated, including without limitation all reasonable costs and expenses incurred (legal, account or otherwise) (collectively, *Damages*) arising out of, resulting from, or based upon any pending or threatened claim, action, proceeding or suit by any third party (a *Claim*) (a) alleging any omissions, breach of any representation, warranty, or covenant made by such indemnifying Party (the *Indemnifying Party*) in this Agreement, (b) based upon injuries or damages to any person or property or the environment arising out of or in connection with this Agreement that are the result of the *Indemnifying Party's* actions, breach of Applicable Law, or the actions, omissions or status of its employees, agents, and subcontractors.
- 9.9.2 In the case of any loss alleged or made by an Customer of either Party, the Party whose Customer alleged or made such loss (*Indemnifying Party*) shall defend and indemnify the other Party (*Indemnified Party*) against any and all such claims or loss by its Customers regardless of whether the underlying service was provided or unbundled element was provisioned by the *Indemnified Party*, unless the loss was caused by the gross negligence or willful misconduct of the other (*Indemnified Party*).
- 9.9.3 Each Party will and hereby agrees to defend at the other's request, indemnify, and hold harmless the other Party and each of its officers, directors, employees, and agents (each, an "*Indemnitee*") against and in respect of any loss, debt, liability,

damage, obligation, claim demand, judgment, or settlement of any nature or kind, known or unknown, liquidated or unliquidated, including without limitation all reasonable costs and expenses incurred (legal, account or otherwise) arising out of, resulting from, or based upon any pending or threatened claim, action, proceeding or suit by any third party for actual or alleged infringement of any patent, copyright, trademark, service mark, trade name, trade dress, trade secret or any other intellectual property right now known or later developed to the extent that such claim or action arises in relation to this Agreement.

9.10 Obligation to Defend; Notice; Cooperation

- 9.10.1 Whenever a Claim will arise for indemnification under this Section, the relevant Indemnitee, as appropriate, will promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party will not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party will have the right to defend against such liability or assertion in which event the Indemnifying Party will give written notice to the Indemnitee of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Except as set forth below, such notice to the relevant Indemnitee will give the Indemnifying Party full authority to defend, adjust, compromise, or settle such Claim with respect to which such notice will have been given, except to the extent that any compromise or settlement might prejudice the Intellectual Property Rights of the relevant Indemnities. The Indemnifying Party will consult with the relevant Indemnitee prior to any compromise or settlement that would affect the Intellectual Property Rights or other rights of any Indemnitee, and the relevant Indemnitee will have the right to refuse such compromise or settlement and, at the refusing Party's or refusing Party's cost, to take over such defense, provided that in such event the Indemnifying Party will not be responsible for, nor will it be obligated to indemnify the relevant Indemnitee 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 Indemnitee will be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnitee and also will be entitled to employ separate counsel for such defense at such Indemnitee's expense. In the event the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnitee will 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.
- 9.10.2 The Parties shall cooperate with each other in the defense of any suit, claim, or demand by third persons against either or both of them arising out of the connection arrangements and delivery of traffic hereunder including, without limitation, Workers' Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications.

9.11 Disclaimer of Warranties

9.11.1 TO THE EXTENT CONSISTENT WITH ITS OBLIGATIONS UNDER THE ACT, LEC MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES PROVIDED HEREUNDER.

10. PATENTS & TRADEMARKS

- 10.1. With respect to claims of patent infringement made by third persons, LEC and Carrier shall defend, indemnify, protect and save harmless the other from and against all claims arising out of the improper combining with or use by the indemnifying Party of any circuit, apparatus, system or method provided by that Party or its Customers in connection with the facilities, services or arrangements furnished under this Agreement.
- 10.2. No license under patents is granted by either Party to the other, or shall be implied or arise by estoppel with respect to any circuit, apparatus, system, or method used by either Party in connection with any facilities, services, or arrangements furnished under this Agreement.
- 10.3. Except as specifically set out in this Agreement, nothing in this Agreement will grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever, absent written consent of the other Party.

11. RECORDS

- 11.1. Each Party will keep adequate records of its operations and transactions under this Agreement and shall furnish to the other Party such information as may be reasonably required for the administration of this Agreement. Records required under this Section 11 are subject to the provisions of Section 14 of this Agreement.
- 11.2. The Parties shall, upon reasonable request, furnish copies or otherwise make available to each other the licenses and other Federal and, if applicable, State regulatory authorizations and its filed tariffs or other published schedules of charges pertaining to the traffic to be delivered hereunder. In the event that Carrier possesses requisite authority, but the regulatory agency involved has not issued a formal document of authorization, LEC shall accept, as satisfying the requirements of this provision, the notice granting authorization in the agency's official publication(s).

12. TERM AND TERMINATION

- 12.1. Carrier represents and warrants that (1) it operates its own dedicated network whether leased or owned for the distribution of pages to its Customers including all paging terminals, transmission links and radio spectrum to provide one-way paging CMRS in the state in which interconnection pursuant to this Agreement will be provided, (2) the information, dialed digits as well as content, of all paging calls delivered to carrier over interconnection facilities provided in this agreement shall remain on carriers dedicated facilities described in 1) above at all times until the final radio transmission of the page. No switched or dialed

connection controlled by any other carrier is involved in the distribution of Carriers paging calls, and (3) Carrier will use the interconnection arrangements under this Agreement only to provide one-way paging CMRS to the general public in such state. Attachment III to this Agreement contains a verification of Carrier's FCC spectrum lease from another licensed paging Carrier, which Carrier contends grants it the authority to provide one-way CMRS in the state in which interconnection pursuant to this Agreement will be provided. CARRIER'S LEASE OF SPECTRUM AND IT'S PROVISION OF ONE-WAY PAGING SERVICE PURSUANT TO FCC AUTHORITY AND REGULATIONS IS A CONDITION PRECEDENT TO LEC'S OBLIGATIONS UNDER THIS AGREEMENT. IF CARRIER DOES NOT PROVIDE ONE-WAY CMRS SERVICE TO THE GENERAL PUBLIC IN THE STATE IN WHICH INTERCONNECTION PURSUANT TO THIS AGREEMENT WILL BE PROVIDED, OR SEEKS TO USE THE ARRANGEMENTS SET FORTH IN THIS AGREEMENT FOR ANY OTHER PURPOSE, OR IF CARRIER DOES NOT HAVE, AT ANY POINT DURING THE TERM OF THIS AGREEMENT, AUTHORITY FROM THE FCC TO PROVIDE ONE-WAY PAGING CMRS, THIS AGREEMENT SHALL IMMEDIATELY BE VOIDABLE AT LEC'S OPTION.

- 12.2. Except as provided herein, the Parties agree to interconnect pursuant to the terms defined in this Agreement until November 1, 2001. Thereafter, the Agreement shall continue on a month to month basis subject to termination as set forth in this Agreement. Either party, at any time after November 1, 2000, may provide Notice of Termination and Request for Negotiation, which will then commence the negotiation time frames set forth in Section 252 of the Act. Thereafter, this Agreement shall continue in force only during the period the Parties are negotiating in good faith toward such a new interconnection agreement and the California PUC is arbitrating any unresolved matters arising from such negotiation or considering approval of the agreed new interconnection agreement. Not later than 30 days from receipt of a Notice of Termination and Request for Negotiation, the Parties will commence negotiations. The procedures for negotiation, arbitration and approval of any renewal agreement shall be governed by Section 252 of the Act, except as specifically provided otherwise herein.
- 12.3. Notwithstanding any other provisions of this Agreement, this Agreement may be terminated at any time as mutually agreed by the Parties in writing.
- 12.4. Either Party may terminate this Agreement by notice in writing effective upon mailing to the other Party in the event the other Party is insolvent, makes an assignment for the benefit of creditors, is unable to pay debts as they mature, files or has filed against it a petition in any court setting forth or alleging any of the foregoing or has a trustee or receiver or officer of the court appointed to control or supervise all or any substantial part of its assets or business. When any of the above circumstances exist, either Party may in writing demand adequate assurance of due performance and, until said Party receives such assurance, the other Party may suspend any performance required under this Agreement. The adequacy of any assurance offered shall be determined according to commercial standards. After receipt of a justified demand, failure to provide within a reasonable time, not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Either Party may then exercise whatever legal rights they have available to them in light of the repudiation.

- 12.5. Notwithstanding Section 12.1, in the event Carrier intends to cease providing its Authorized Services, Carrier shall communicate this intent to LEC in writing at least sixty (60) days prior to the time Carrier intends to cease providing its Authorized Services. Carrier may terminate this Agreement in the same sixty (60) days written notice by specifically stating such intent, and subject to payment for facilities or arrangements provided or for costs incurred.
- 12.6. Either Party may provide thirty (30) days written notice of termination of this Agreement to the other for repeated or willful material violation, refusal to comply with the provisions of this Agreement, which material violation or refusal has continued uncured for thirty (30) days following receipt of written notice by the defaulting Party. The terminating Party shall notify the FCC and the Commission and concurrently give the other Party written notice of the prospective date and time of discontinuance of service.
- 12.7. This Agreement shall immediately terminate upon the permanent suspension, revocation, or termination by other means of either Party's authority to provide services over its network and shall be suspended during periods of temporary suspension, revocation, or termination. Notwithstanding such termination, the terminating Party shall notify in writing the Party who has lost its authority, not less than thirty (30) days prior to discontinuing the connection arrangements provided hereunder. At such time the terminating Party will also notify in writing the Federal Communications Commission and the Commission of the prospective discontinuance.
- 12.8. Upon termination of this Agreement, the monthly charges payable under the Agreement shall be prorated to the date of termination provided that the facility or arrangement for which such charge is levied has been in service for more than one month. Otherwise, the full monthly charge shall be due on termination, together with any applicable non-recurring charges.
- 12.9. If this Agreement is terminated for any reason, other than as set forth in Section 12.1, above, and the Parties continue to provide services hereunder, then the terms and conditions contained herein shall continue to apply to such services for ninety (90) days from the effective date of termination.

13. DEPOSITS

- 13.1. If Carrier has a deposit with LEC as of the Effective Date of this Agreement related to interconnection, that deposit shall continue under the terms of this Agreement. This deposit will be held by LEC as a guarantee of payment of rates and charges billed to Carrier.
- 13.2. In the event that LEC holds no deposit for Carrier and Carrier is sent two or more delinquency notification letters following the Effective Date of this Agreement and within the most recent twelve consecutive month period, Carrier shall remit a deposit to LEC within thirty (30) calendar days of receipt of written notification from LEC requesting such deposit. Such deposit shall be calculated in the amount equal to the average billing to Carrier for a two-month period. The most recent three (3) months billing shall be used to calculate Carrier's monthly average.
- 13.3. At any time after the Effective Date when Carrier already has a deposit with LEC or has been requested to place a deposit with LEC, and Carrier receives a delinquency notice, the

initial deposit may be reviewed and adjusted, if necessary, to cover average billing to Carrier for a two-month period. The most recent three (3) months billing shall be used to calculate Carrier's monthly average. If the difference between the current deposit and the revised calculation is greater than 10% of the existing deposit, the deposit required shall be adjusted to the revised amount. Re-evaluation and adjustment of the deposit shall be performed periodically thereafter so long as LEC holds a deposit from Carrier. Should the deposit required be revised upward, the additional amount shall be paid to LEC within thirty (30) calendar days of receipt of written notification from LEC requesting such deposit. Should the deposit required be adjusted downward, LEC shall refund the difference between the existing deposit and the revised deposit by crediting the amount of the difference to Carrier's bill(s) which are scheduled to be generated within sixty (60) days following the date of the re-evaluation and adjustment.

- 13.4. If, during any twenty-four (24) consecutive month period of doing business with LEC under this Agreement, Carrier does not receive more than one delinquency notification letter, any deposit will be returned to Carrier.
- 13.5. This deposit requirement may be satisfied in whole or in part with a bank letter of credit acceptable to LEC. No interest shall be paid by LEC for any deposit requirement satisfied in whole or in part by a bank letter of credit.
- 13.6. The fact that LEC holds a deposit or bank letter of credit does not relieve Carrier from timely compliance with its payment obligations under this Agreement.
- 13.7. At the option of LEC, a deposit may be refunded or credited to Carrier at any time.
- 13.8. In case of a cash deposit, simple interest at the annual rate reflected in LEC's Interstate Special Access Tariff shall be paid upon return of the deposit for the period during which such deposit is held by LEC.
- 13.9. The fact that a deposit has been made does not relieve either Party from complying with the requirements for advance payments or the prompt payment of bills as specified elsewhere in this Agreement.

14. CONFIDENTIALITY

- 14.1. For the purposes of this Agreement, "Confidential Information" means confidential or proprietary technical or business information given by the Discloser to the Recipient. All information which is disclosed by one party to the other in connection with this Agreement, during negotiations prior to the execution of this Agreement, and the term of this Agreement, will automatically be deemed proprietary to the Discloser and subject to this Agreement, unless otherwise confirmed in writing by the Discloser. In addition, by way of example and not limitation, information that would constitute Customer Proprietary Network Information of Carrier's customers pursuant to the Act and the rules and regulations of the Federal Communications Commission (FCC), whether disclosed by Carrier to LEC or otherwise acquired by LEC in the course of the performance of this Agreement, will be deemed Confidential Information of Carrier for all purposes under this Agreement. Any traffic or billing data provided by either Party to implement the terms of this Agreement shall be considered Confidential and shall be disclosed only to those persons

who have a need to see the information to implement the terms of this contract. Neither Party shall permit traffic or billing data to be disclosed to any Affiliate or any subsidiary corporation that provides services that compete with the other Party.

14.2 For a period of two (2) years from the earlier of the expiration or termination of this Agreement, except as otherwise specified in this Agreement, the Recipient agrees (a) to use it only for the purpose of performing under this Agreement, (b) to hold it in confidence and disclose it to no one other than its employees having a need to know for the purpose of performing under this Agreement, and (c) to safeguard it from unauthorized use or disclosure using at least the same degree of care with which the Recipient safeguards its own Confidential Information. If the Recipient wishes to disclose the Discloser's Confidential Information to a third-party agent or consultant, such disclosure must be agreed to in writing by the Discloser, and the agent or consultant must have executed a written agreement of nondisclosure and nonuse comparable in scope to the terms of this Section.

14.3 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies will be subject to the same restrictions and protections as the original and will bear the same copyright and proprietary rights notices as are contained on the original.

14.4 The Recipient agrees to return all Confidential Information in tangible form received from the Discloser, including any copies made by the Recipient within thirty (30) days after a written request is delivered to the Recipient, or to destroy all such Confidential Information if directed to do so by Discloser except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement. The Recipient will certify destruction or return by written letter to the Discloser. If either Party loses or makes an unauthorized disclosure of the other Party's Confidential Information, it will notify such other party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed information.

14.5 The Recipient will have no obligation to safeguard Confidential Information: (a) which was in the possession of the Recipient free of restriction prior to its receipt from the Discloser, (b) after it becomes publicly known or available through no breach of this Agreement by the Recipient; (c) after it is rightfully acquired by the Recipient free of restrictions on its disclosure; or (d) after it is independently developed by personnel of the Recipient to whom the Discloser's Confidential Information had not been previously disclosed. In addition, either Party will have the right to disclose Confidential Information to any mediator, arbitrator, state, or federal regulatory body, or a court in the conduct of any mediation, arbitration or approval of this Agreement, so long as, in the absence of an applicable protective order, the Discloser has been promptly notified by the Recipient and so long as the Recipient undertakes all lawful measures to avoid disclosing such information until Discloser has had reasonable time to negotiate a protective order with any such mediator, arbitrator, state or regulatory body or a court, and complies with any protective order that covers the Confidential Information.

14.6 The Parties acknowledge that an individual Customer may simultaneously seek to become or be a Customer of both Parties. Nothing in this Agreement is intended to limit the ability of either Party to use customer specific information lawfully obtained from its Customers or sources other than the Disclosing Party.

- 14.7 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination.
- 14.8 Except as otherwise expressly provided elsewhere in this Agreement, no license is hereby granted under any patent, trademark, or copyright, nor is any such license implied solely by virtue of the disclosure of any Confidential Information.
- 14.9 Each Party agrees that the Discloser may be irreparably injured by a disclosure in breach of this Agreement by the Recipient or its representatives and the Discloser will be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach or threatened breach of the confidentiality provisions of this Agreement. Such remedies will not be deemed to be the exclusive remedies for a breach of this Agreement, but will be in addition to all other remedies available at law or in equity.

15. NOTICE

15.1 In the event any notices are required to be sent under the terms of this Agreement, they may be sent by certified mail, return receipt requested and are deemed to have been given on the date received. Notice may also be effected by personal delivery or by overnight courier, and will be effective upon receipt. However, notices to a Party's 24-hour maintenance contact number will be by telephone and will be deemed to have been received on the date transmitted. The Parties will provide the appropriate telephone and facsimile numbers to each other. The notifying party should note the time and identity of the person to whom notice is provided by telephone. Unless otherwise specifically provided in this Agreement, notice will be directed as follows:

15.2 If to Carrier:

Norman Simplis
Satellite Skypager, Inc.
10807 S. Crenshaw Blvd.
Inglewood, California 90303
Phone: 310-345-2826
Fax: 310-6723001

15.3 If to LEC:

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

with a copy to:

Keith E. Davis
Southwestern Bell
One Bell Plaza, Rm. 2900
208 S. Akard St.
Dallas, TX. 75202-4208

Phone: 214-464-8583
Facsimile: 214-464-1138

Either Party may unilaterally change its designated representative and/or address, telephone contact number or facsimile number for the receipt of notices by giving seven (7) days' prior written notice to the other Party in compliance with this Section. Any notice or other communication will be deemed given when received.

16. ASSIGNMENT

- 16.1. This Agreement may not be assigned by either Party without the prior written consent of the other, which shall not be unreasonably withheld.
- 16.2. Except as otherwise provided herein, this Agreement shall be binding on and shall inure to the benefit of Parties hereto and their respective successors and assigns.
- 16.3. Each Party will notify the other in writing not less than 60 days in advance of anticipated assignment.

17. AMENDMENTS, CHANGES, AND MODIFICATIONS

- 17.1. If either Party proposes to make any permanent changes in the arrangements provided for in this Agreement, or any Attachments, or any permanent change in its operations which would affect the other Party's operations or services once the facilities, arrangements, apparatus, equipment, or any other item furnished by the Parties under this Agreement are installed, the changing Party shall give reasonable advance written notice to the other Party of such changes, advising when such changes will be made. All such changes shall be coordinated with the non-changing Party. Nothing in this Section shall affect the Parties' rights and obligations under this Agreement.
- 17.2. Subject to the provisions of Section 17.1. above, each Party shall be solely responsible, at its expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of the other, minimum network protection criteria, or operating or maintenance characteristics of the facilities.
- 17.3. Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement and no consent to any default under this Agreement will be effective unless the same is in writing and signed by an officer of the Party against whom such amendment, waiver or consent is claimed. In addition, no course of dealing or failure of a Party strictly to enforce any term, right or condition of this Agreement will be construed as a waiver of such term, right, or condition. By entering into this Agreement, the Parties do not waive any right granted to them pursuant to the Act; however, the Parties enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory or other public forum addressing any matters, including matters related to the types of arrangements prescribed by this Agreement.

18. LAW GOVERNING AGREEMENT

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

19. SEVERABILITY

19.1 If any term, condition or provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will not invalidate the entire Agreement, unless such construction would be unreasonable. The Agreement will be construed as if it did not contain the invalid or unenforceable provision or provisions, and the rights and obligations of each party will be construed and enforced accordingly; provided, however, that in the event such invalid or unenforceable provision or provisions are essential elements of this Agreement and substantially impair the rights or obligations of either Party, the Parties will promptly negotiate a replacement provision or provisions. If impasse is reached, the Parties will resolve said impasse under the dispute resolution procedures set forth in Section 33.

20. THIRD PARTY BENEFICIARY

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

21. FORCE MAJEURE

21.1 Except as otherwise specifically provided in this Agreement, neither Party will be liable for any delay or failure in performance of any part of this Agreement caused by a Force Majeure condition, including acts of the United States of America or any state, territory, or political subdivision thereof, acts of God or a public enemy, fires, floods, labor disputes such as strikes and lockouts, freight embargoes, earthquakes, volcanic actions, wars, civil disturbances, cable cuts, or other causes beyond the reasonable control of the Party claiming excusable delay or other failure to perform. Provided, Force Majeure will not include acts of any Governmental Authority relating to environmental, health, or safety conditions at work locations. If any Force Majeure condition occurs the Party whose performance fails or is delayed because of such Force Majeure conditions will give prompt notice to the other Party, and upon cessation of such Force Majeure condition, will give like notice and commence performance hereunder as promptly as reasonably practicable.

21.2 If any such force majeure condition occurs, the Party injured by the other's inability to perform may, in accordance with Section 12 above, elect to (a) terminate this Agreement, provided the condition has existed for ninety (90) days in a one hundred and twenty (120) day period; or (b) suspend this Agreement for the duration of the force majeure condition and resume performance under this Agreement once such force majeure condition ceases.

22. PUBLICITY

22.1 The Parties agree not to use in any advertising or sales promotion, press releases or other publicity matters, any endorsements, direct or indirect quotes or pictures implying

endorsement by the other Party or any of its employees without such Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all such publicity endorsement matters that mention or display the other's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied.

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

23. LAW ENFORCEMENT AND CIVIL PROCESS

23.1 The Parties will cooperate in responding to requests for information and/or assistance from law enforcement agencies.

24. AUTHORITY

24.1 Each person whose signature appears below represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

25. BINDING EFFECT

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

26. EXPENSES

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

27. HEADINGS

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

28. REGULATORY APPROVAL

28.1 Each Party agrees to cooperate with the other and with any regulatory agency to obtain regulatory approval of this Agreement. During the term of this Agreement, each Party agrees to continue to cooperate with each other and any regulatory agency so that the benefits of this Agreement may be achieved.

29. VERIFICATION REVIEWS

29.1 Subject to each Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Party may audit the other Party's books, records and other documents once in each Contract Year for the purpose of evaluating the accuracy of the other Party's billing and invoicing. The Parties may employ other persons or firms for this purpose. Such audit will take place at a time and place agreed on by the Parties no later than thirty (30) days after notice thereof.

29.2 Each Party will promptly correct any billing error that is revealed in an audit, including making refund of any overpayment by the other Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results. Any disputes concerning audit results will be resolved pursuant to the Dispute Resolution procedures described in Section 9 of this Agreement.

29.3 Each Party will cooperate fully in any such audit, providing reasonable access to any and all appropriate employees and books, records and other documents reasonably necessary to assess the accuracy of the Party's bills.

29.4 Either Party may audit the other Party's books, records and documents more than once during any Contract Year if the previous audit found previously uncorrected net variances or errors in invoices in the other Party's favor with an aggregate value of at least two percent (2%) of the amounts payable by Carrier for Resale services provided during the period covered by the audit.

29.5 Audits will be at the auditing Party's expense.

29.6 Upon (a) the discovery by either Party of overcharges not previously reimbursed to the other Party or (b) the resolution of disputed audits, the affected Party will promptly reimburse the other Party the amount of any overpayment times the commercial paper rate applicable on the last day of the month preceding the month of discovery or resolution as above. In no event, however, will interest be assessed on any previously assessed or accrued late payment charges.

29.7 Carrier may require that, at the end of the first year of implementation of this Agreement, LEC submit to an audit or examination of services performed under the interconnection agreement. Subsequent to the first year of implementation, Carrier may require that audits or examinations be performed if: (1) Carrier can show cause that it has a commercially reasonable basis to seek an audit or examination; and (2) the request for audit or examination specifically defines the particular services that it seeks to audit or examine. All audits requested by Carrier under this section shall be conducted at its expense. The dispute resolution provisions of this Agreement shall be used to resolve disputes arising concerning requests for audits or examinations, or the results of the audits or examinations.

29.8 Information obtained or received by either Party in connection with this Section will be subject to the confidentiality provisions of Section 14 of this Agreement.

30. INDEPENDENT CONTRACTOR

30.1 This Agreement will not establish, be interpreted as establishing, or be used by either party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party will have any authority to bind the other or to act as an agent for the other unless written authority, separate from this Agreement, is provided. Nothing in the Agreement will be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

31. EFFECTIVE DATE

31.1 This Agreement becomes effective upon the first day of the month following the date when the Agreement is approved by the Public Utility Commission of California.

Upon the Effective Date or as soon thereafter as possible, the Parties will schedule meetings to analyze their current interconnection arrangements and determine what changes to facilities, services and billings are necessary to effectuate this Agreement. The Parties shall move forward with such meetings in good faith and with all due speed. Such changes shall become effective upon the date such changes are implemented.

32. REGULATORY DECISIONS AND CHANGES

32.1 In the event that any legislative, regulatory, judicial, or other legal action is inconsistent with any material term of this Agreement or any Attachment hereto, renders this Agreement or any Attachment hereto inoperable, creates any ambiguity or requirement for further amendment to this Agreement or any Attachment hereto, or adversely affects the ability of either Party to perform any material term of this Agreement, either Party may, on thirty (30) days written notice require that such Agreement, Attachment, or such terms thereof be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required or appropriate to reflect the results of such action. Nothing herein shall be deemed to be a waiver of either Party's rights under the Act.

32.2 Where LEC's Service Area or Carrier's Service Area is modified after the Effective Date of this Agreement, the terms and conditions of this Agreement shall be modified to include such modification, if requested by either Party.

32.3 Facilities and services shall not be used by either Party knowingly for any purpose or in any manner, directly or indirectly, in violation of any laws, or in violation of any approved tariffs, orders, regulations, or rules of the FCC, the Commission, or other governmental agency, or in aid of any unlawful act or undertaking.

32.4 If the FCC or any Governmental Authority issues an effective order that modifies the current legal requirements, obligations, or any rule governing interconnection or compensation arrangements between LECs and paging carriers, the Parties shall, within thirty (30) days notice of one of the Parties, renegotiate the terms and conditions of this Agreement.

32.5 If the Parties are unable to arrive at an agreement within sixty (60) days after notice, either Party may invoke the Dispute Resolution process set forth in Section 9.5 of this Agreement.

32.6 In the event that the Commission, the FCC or a court of competent jurisdiction issues a final, non-appealable order that materially modifies or revises the Cook Agreement or that materially modifies a law, rule or regulation on which one or more of the Commission's arbitration orders regarding the Cook Agreement were premised, then either Party may, by providing written notice to the other Party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended to reflect the pricing, terms and conditions of such change in law.

32.7 In the event that the Commission, the FCC or a court of competent jurisdiction issues a final, non-appealable order that determines that the Cook Agreement was materially

inconsistent with the Act, then this Agreement shall be void ab initio and both Parties will have all rights that they had prior to the entry into this Agreement as if this Agreement had never been entered into between the Parties.

32.8 If either event described in sections 32.6 or 32.7 above occurs and results in either Party having overpaid when the revised pricing, terms and conditions are applied, any such monies overpaid shall be returned with simple interest applied at the higher of 1.5% per month, compounded, or the highest lawful rate.

33. DISPUTE RESOLUTION

33.1 Finality of Disputes

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

33.2. Alternative to Litigation

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

33.3. Commencing Dispute Resolution

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

33.4. Informal Resolution of Disputes

33.4.1. When such written notice has been given, as required by Section 30.13.3.1, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration

described below or in any lawsuit without the concurrence of both parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit

33.5. Formal Dispute Resolution

33.5.1. If the Parties are unable to resolve the dispute through the informal procedure described above in Section 30.13.4, then either Party may invoke the following formal Dispute Resolution procedures. Unless agreed upon by the Parties, formal dispute resolution procedures described below, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) days after the date of the letter initiating dispute resolution under Section 30.13.3.1.

33.5.2. **Claims Subject to Mandatory Arbitration.** The following claims, if not settled through informal dispute resolution, will be subject to mandatory arbitration pursuant to Section 30.13.6 below. All unresolved billing disputes involving amounts (whether billed by Carrier to LEC or LEC to Carrier) equal to or less than one (1) percent of the amounts billed to Carrier by LEC under this Agreement during the Calendar year in which the dispute arises. For any Calendar Year in which LEC does not issue a bill to Carrier each month, the Parties, in determining whether this section applies, will annualize the bills issued for that Calendar year.

33.5.3. **Claims Subject to Elective Arbitration.** The following claims will be subject to arbitration pursuant to Section 30.13.6 if, and only if, the claim is not settled through informal dispute resolution and both parties agree to arbitration. If both parties do not agree to arbitration, then either party may proceed with any remedy available to it pursuant to law, equity or agency mechanism. All claims not included in Sections 13.5.2 and 13.5.4.

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

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

33.5.4.2. Actions to compel compliance with the Dispute Resolution process.

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

33.6. Arbitration

33.6.1. Disputes subject to mandatory or elective arbitration under the provisions of this Agreement will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. Each arbitration will be held in Dallas, Texas, unless the parties agree otherwise. The arbitration hearing will be requested to commence within sixty (60) days of the demand for arbitration. The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all disputes. The arbitrator will have no authority to award punitive damages, exemplary damages, consequential damages, multiple damages, or any other damages not measured by the prevailing party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of the Agreement. The arbitrator shall be knowledgeable of telecommunications issues. The times specified in this Section may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures, including attorneys' fees. The Parties will equally split the fees of the arbitration and the arbitrator. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

33.7. Billing Disputes

33.7.1. The following provisions apply specifically to billing disputes.

33.7.1.1. The Parties agree that all bills, including bills disputed in whole or in part, are to be paid when due, that interest applies to all overdue invoices as set forth in the applicable provisions of this Agreement, and that no other late payment fee or charge applies to overdue invoices. The Parties further agree that if any billing dispute is resolved in favor of the disputing Party the disputing Party will receive, by crediting or otherwise, interest applied to the disputed amount as set forth in the applicable provisions of this Agreement.

33.7.1.2. To the extent that any other portions of this Agreement provide for a bill closure process between the parties, or if such a process is mutually agreed to by the Parties, the procedures involved in such processes will not

be deemed to place a particular billing item in dispute for purposes of Section 13— Dispute Resolution.

33.7.1.3. Each Party agrees to notify the other Party of a billing dispute and may invoke the informal dispute resolution process described in Section 13.2. The parties will endeavor to resolve the dispute within sixty (60) calendar days of the Bill Date on which such disputed charges appear, or, if the charges have been subject to the bill closure process described in Section 13.5.1, above, within sixty (60) calendar days of the closure of the billing period covered by such bill closure process.

33.8. No Conflict

33.8.1. The Dispute Resolution procedures set forth in this Agreement are not intended to conflict with applicable requirements of the Act or the state commission with regard to procedures for the resolution of disputes arising out of this Agreement.

34. COOPERATION ON PREVENTING CUSTOMER FRAUD

34.1 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud. The Parties' fraud minimization procedures are to be cost-effective and implemented so as not to unduly burden or harm one Party as compared to the other.

34.2 In cases of suspected fraudulent activity by a Customer, at a minimum, the cooperation referenced in the above paragraph will include providing to the other Party, upon request, information concerning Customers who terminate services to that Party without paying all outstanding charges. The Party seeking such information is responsible for securing the Customer's permission to obtain such information.

35. NOTICE OF NETWORK CHANGES

35.1 Each party ("Notifying Carrier") agrees to provide the other party reasonable notice consistent with applicable FCC rules of changes in the information necessary for the transmission and routing of services using Notifying Carrier's facilities or networks, as well as other changes that affect the interoperability of those respective facilities and networks. This Agreement is not intended to limit Notifying Carrier's ability to upgrade its network through the incorporation of new equipment, new software or otherwise so long as such upgrades are not inconsistent with Notifying Carrier's obligations to the other party under the terms of this Agreement.

36. GOOD FAITH PERFORMANCE

36.1 In the performance of their obligations under this Agreement the Parties will act in good faith and consistently with the Act. Where consent, notice, approval or similar action by a Party is

required by any provision of this Agreement, such action will not be unreasonably delayed, withheld or conditioned.

37. RESPONSIBILITY OF EACH PARTY

37.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (a) substances or materials that it or its contractors or agents bring to, create or assume control over at work locations, or (b) waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the work locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party will be responsible for (a) its own acts and performance of all obligations imposed by applicable law in connection with its activities, legal status and property, real or personal and, (b) the acts of its own employees, agents and contractors during the performance of the Party's obligations hereunder.

37.1 LEC will be responsible for obtaining and keeping in effect all Federal Communications Commission, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. Carrier will be responsible for obtaining and keeping in effect all Federal Communications Commission, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with its offering of services to Carrier Customers contemplated by this Agreement. Carrier will reasonably cooperate with LEC in obtaining and maintaining any required approvals for which LEC is responsible, and LEC will reasonably cooperate with Carrier in obtaining and maintaining any required approvals for which Carrier is responsible.

38. REFERENCED DOCUMENTS

38.1 Whenever any provision of this Agreement refers to a technical reference, technical publication, Carrier Practice, LEC Practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, Carrier Practice, LEC Practice, or publication of industry standards.

39. SURVIVAL OF OBLIGATIONS

39.1 Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a Party under the provisions regarding indemnification, Confidential Information, limitations on liability, and any other provisions

of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, will survive cancellation or termination thereof.

40. SUPERSEDURE

This Agreement supersedes all prior agreements, interim agreements, letters of agreement, memorandums of understanding, and any other written documentation of agreements between the Parties hereto with respect to the subject matter hereof.

41. EXECUTION IN DUPLICATE

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

42. INTERVENING LAW

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

43. ENTIRE AGREEMENT

43.1 This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein, and fulfills LEC's obligations to interconnect with Carrier in the State of California.

43.2 Neither Party will be bound by an amendment, modification or additional term unless it is reduced to writing signed by an authorized representative of the Party sought to be bound.

43.3 If either party requests services, facilities or products from the other party that are not covered by the Agreement, the requesting party shall pay for such items in accordance with the normal prices for such items.

43.4 This agreement, and every interconnection, service provided hereunder shall be subject to all rates, terms and conditions contained in this agreement, including any attachments to this agreement, which are legitimately related to such interconnection service; and all such rates, terms and conditions are incorporated by reference as part of every interconnection, service provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the agreement are specifically agreed by the parties to be legitimately related to, and to be applicable to, each interconnection, service provided hereunder: definitions, trouble reporting, insolvency, network management, liability and indemnity, patents & trademarks, records, terms and termination, deposits, confidentiality, notice, assignment, amendments, changes, and modifications, law governing agreement, severability, third party beneficiary, force majeure, publicity, law enforcement and civil process, authority, binding effect, expenses, headings, regulatory approval, verification reviews, independent contractor, effective date, regulatory decisions and changes, dispute resolution, cooperation on preventing customer fraud, notice of network changes, good faith performance, responsibility of each party, referenced documents, survival of obligations, supersedure, execution in duplicate, entire agreement.

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

PACIFIC BELL

By SBC Telecommunications, Inc.,
its authorized agent

By:

Sandy Kinney

(Signature)

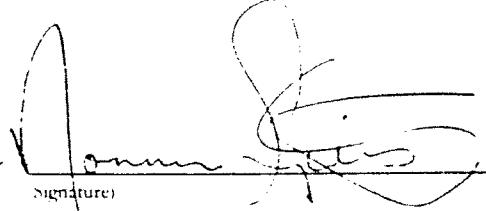
Sandy Kinney
President - Industry Markets

Date Signed:

9-9-99

SATELLITE SKYPAGER, INC.

By:


John S. Lewis

(Signature)

Title: Executive Officer

Date Signed:

8-13-99

Attachment I

to

PAGING INTERCONNECTION AGREEMENT

between

PACIFIC BELL

and

Satellite Skypager, Inc.

**PRICING SCHEDULE FOR PAGING INTERCONNECTION
SERVICE ELEMENTS AND TRUNK TERMINATIONS**

**PRICING SCHEDULE FOR PAGING INTERCONNECTION
SERVICE ELEMENTS AND TRUNK TERMINATIONS**

Non-Recurring			
Element/Service	Monthly Recurring or Usage Rate	Initial Unit	Additional Unit (per unit)
CMRS INTERCONNECTION SERVICE ELEMENTS			
DID Number Block (per 100 Numbers)	\$0.41	\$250.00	\$64.00
Type 1 (TSMT) Analog Interface	\$1.50	\$202.33	\$202.33
Interoffice Mileage			
Fixed Rate per month	\$25.27		N/A
Fixed Rate per mile, per month	\$1.86		N/A
Type 1 (DID TSMT Trunk) Circuit			
Termination	\$18.31		N/A
Operator Assistance		Pursuant to Cal. PUC No. A5	
Directory Assistance			
Via Type 1 using 411 dialing		Pursuant to Cal. PUC No. A5.5.7	
Via Type 2A using NPA 555-1212		Pursuant to Cal. PUC No. 175-T, Section 9.1	
Class of Call Screening	No Charge		N/A
Billed Number Screening	No Charge		N/A
Call Blocking		Pursuant to Cal. PUC No. A9.5.4E	
Preconditioning of DID Numbers	No Charge	\$102.00 per 20#s	
Hunting		Pursuant to Cal. PUC A5.3.C(4)	
CMRS TRUNK TERMINATION CHARGES			
Type 1 (per trunk)	\$5.60	\$206.77	\$77.00
Type 2A and Type 2B (per DS-1 Termination)	\$23.02	\$856.00	\$553.00

Attachment II

to

PAGING INTERCONNECTION AGREEMENT

between

PACIFIC BELL
and

Satellite Skypager, Inc.

POI Locations

The Satellite Skypager, Inc. POI is located at:

10807 S. Crenshaw Blvd.
Inglewood, California 90303

Attachment III

to

PAGING INTERCONNECTION AGREEMENT

between

PACIFIC BELL

and

Satellite Skypager, Inc.

**PROOF OF CARRIER'S AUTHORITY
TO PROVIDE ONE-WAY CMRS SERVICE**

PAGEPROMPT
* * * * **USA**

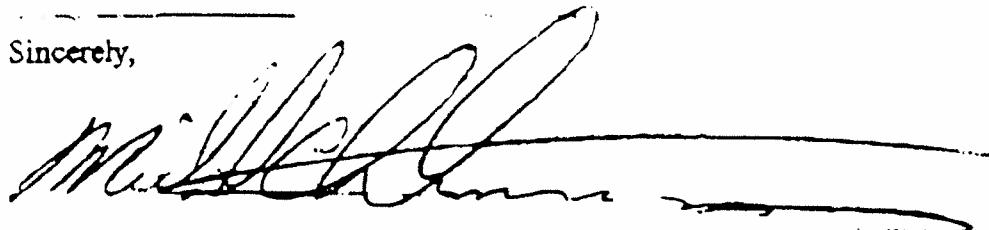
Date: January 9, 1997

To Whom It May Concern:

This letter is to verify that Satellite/ Norman Simplis is currently leasing a portion of Pageprompt U.S.A. Frequencies 929.7625Mhz & 931.5625Mhz for business purposes.

Under any circumstances, Satellite/ Norman Simplis is not affiliated with Pageprompt U.S.A. and is an independent contractor.

Sincerely,



MICHAEL ETCHEVERRY

SYSTEMS ENGINEER

16810 VALLEY VIEW, LA MIRADA, CALIFORNIA 90638 • (714) 990-0777 • (714) 904-0904 • FAX (714) 562-0862

SATELLITE PAGING, INC.
12915 W. ROSECRANS
HAWTHORNE, CA 90250
310-676-5000

July 29, 1999

Pacific Bell

Dear Pacific Bell;

May this letter serve as notification that Satellite Paging, Inc. is carrying traffic on 931.8375 for Satellite Skypager 10807 S. Crenshaw Blvd, Inglewood, CA 90303.

Very truly yours,



Mark J. Henrich
President

AT&T Wholesale Amendment

Contract Number: 19469