

SMART SMR OF CALIFORNIA, INC.

AND

PACIFIC BELL

BETWEEN

INTERCONNECTION AGREEMENT

ENHANCED SPECIALIZED MOBILE
RADIO SERVICE

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ENHANCED SMR INTERCONNECTION AGREEMENT

GENERAL TERMS AND CONDITIONS

THIS AGREEMENT, dated June 26, 1997, is by and between PACIFIC BELL, a California corporation, hereinafter referred to as "Pacific", and SMART SMR OF CALIFORNIA, INC. (U-3066-C), a Delaware corporation, hereinafter referred to as "Carrier".

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

WHEREAS, Carrier holds authority from the Federal Communications Commission and has duly registered with the California Public Utilities Commission to provide cellular mobile radio services in the State of California; and

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

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

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

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

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

1. DEFINITIONS

For purposes of this Agreement, including any and all Attachments, Exhibits, and Schedules hereto, and as used herein, the terms set forth below shall be defined as follows:

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. "Ancillary Services" are Directory Assistance 411, 611, 911, Operator Services, the 700, 800/888, and 900 SAC Codes, Switched Access, and 976 service delivered to Pacific over Type 1 CMRS Interconnection trunks.
- 1.4. "Answer Supervision" means an off-hook supervisory signal of at least two seconds in duration sent by Carrier to Pacific's serving End Office on all completed calls after address signaling has been completed, or an off-hook signal of at least two seconds in duration sent by Pacific to Carrier's POI after address signaling has been completed.
- 1.5. "Applicable Laws" means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, and approvals of any Governmental Authority, including without limitation those relating to the environment or health and safety.
- 1.6. "Authorized Services" means those enhanced specialized mobile radio communications services which Carrier may lawfully provide on an interconnected basis, pursuant to Sections 154, 303, and 332 of the Communications Act of 1934, as amended.
- 1.7. "Bellcore" means Bell Communications Research, Inc.
- 1.8. "Calling Party Number" or "CPN" means a Common Channel Signaling parameter which refers to the number transmitted through the network identifying the calling party.
- 1.9. "Carrier" means SMART SMR OF CALIFORNIA, INC. (U-3066-C), a Delaware corporation, a wholly-owned subsidiary of Nextel Communications, a Delaware corporation. Carrier shall not include any other subsidiary or Affiliate of Carrier, any other legal entity in which Carrier has an interest, or any other entity that provides telecommunications services other than two-way CMRS.
- 1.10. "Carrier's Service Area" is the geographic area(s) located within a MTA in the State of California where Carrier is authorized by the FCC to provide its services.

- 1.11. "Central Office", "Central Office Switch" or "CO" means a switching entity within the public switched telephone network, including, but not limited to End Office Switches and Tandem Switches. Central Office Switches may be employed as combination End Office/Tandem Switches. Central Offices are the homing or routing point for traffic inbound to that Party's services as stated in the LERG which bears a certain NPA-NXX designation; except that, where Carrier has not established Routing Points for its Designated NPA-NXX Codes in its own network, the Routing Point shall be the location of Pacific's Tandem Switch.
- 1.12. "CMRS Interconnection Trunks/Trunk Groups" are used for the exchange of Local CMRS Calls.
- 1.13. "Commercial Mobile Radio Service" or "CMRS" is as defined by the FCC and the Commission.
- 1.14. "Commission" means the California Public Utilities Commission.
- 1.15. "Common Channel Signaling" or "CCS" means a method of digitally transmitting call set-up and network control data over a special network fully separate from the public switched network elements that carry the actual call. Signaling System 7 ("SS7") is the CCS network protocol presently used by telecommunications carriers.
- 1.16. "Completed Call" means a call which is delivered to or from Carrier's network and for which a connection is established after Answer Supervision.
- 1.17. "Connecting Trunk Group" means the trunk group used to connect Carrier's network with Pacific's network for the purpose of exchanging traffic.
- 1.18. "Control Office" means a center or office designated as a single point of contact for the provisioning and maintenance of a Party's portion of CMRS Interconnection arrangements.
- 1.19. "Conversation Time" means the time that both Parties' equipment is used for a Completed Call, measured from the receipt of Answer Supervision to the receipt of Disconnect Supervision.
- 1.20. "Cross Connection" means an intra-Wire Center channel connecting separate pieces of telecommunications equipment.
- 1.21. "Customer" means the end user purchaser of telecommunications services from Pacific or Carrier.
- 1.22. "Dedicated NXX Code" means a three-digit exchange prefix and associated 10,000 telephone number block assigned to Carrier's network.

- 1.23. "Disconnect Supervision" means an on-hook supervisory signal sent at the completion of a call.
- 1.24. "Digital Service - Level 1" or "DS-1" means a digital signal rate of 1.544 Megabits Per Second ("Mbps").
- 1.25. "Digital Service - Level 3" or "DS-3" means a digital signal rate of 44.736 Mbps.
- 1.26. "End Office Connecting Trunk Group for Ancillary Services" means a one-way, mobile to land Type 1 trunk connection with line treatment between Carrier's network and a Pacific End Office for Ancillary Services.
- 1.27. "End Office Switches" are switches from which end users' Exchange services are directly connected and offered.
- 1.28. "Exchange Service" is as defined in the Act.
- 1.29. "Facilities" means the system of equipment and/or cable utilized to provide the services and arrangements offered hereunder to each Point of Interconnection (POI).
- 1.30. "FCC" means the Federal Communications Commission.
- 1.31. "Governmental Authority" means any federal, state, local, foreign, or international court, government, department, commission, board, bureau, agency, official, or other regulator, administrative, legislative, or judicial authority with jurisdiction.
- 1.32. "Interconnection" is as described in the Act.
- 1.33. "Interexchange Carrier", "IEC", or "IXC" means a provider of interexchange telecommunications services.
- 1.34. "LATA" means Local Access and Transport Area the boundaries of which are set forth in Pacific's tariffs.
- 1.35. "LATA-Wide Termination Interconnection" means an Interconnection arrangement whereby Carrier interconnects to a single, designated Tandem Switch of Pacific to terminate traffic to End Offices which subend the designated Tandem Switch or which subend other Tandem(s) operated by Pacific in a single LATA. Pacific will designate the Tandem Switch where such Interconnection is to occur within each LATA.
- 1.36. "Local CMRS Calls" and "Local CMRS Calling Area" are, for the purpose of reciprocal compensation only: (a) calls that originate on either Party's network that are exchanged directly between the Parties and that, at the beginning of the call, originate and terminate within the same MTA, as provided in 47 C.F.R. §

- 51.701(b)(2); and, (b) calls between a LEC and a non-CMRS
Telecommunications Carrier that originate and terminate as local traffic as
defined by the Commission (ZUM Zone 1, ZUM Zone 2, Extended Area
Service, and ZUM Zone 3 traffic), see 47 C.F.R. § 51.701(b)(1).
- 1.37. "Local Exchange Carrier" or "LEC" is as defined in the Act.
- 1.38. "Local Exchange Routing Guide" or "LERG" means a Bellcore Reference
Document used by Telecommunications Carriers to identify NPA-NXX
routing and homing information as well as network element and equipment
designations.
- 1.39. "MTA" means "Major Trading Area," as defined by the FCC rules, Part 24,
§ 24.202(a).
- 1.40. "MSC" or "MTCO" means the Mobile Switching Center or Mobile
Telecommunications Switching Office used by Carrier in performing, inter-
alia, originating and terminating functions for calls to or from Carrier's
Customers.
- 1.41. "North American Numbering Plan" or "NANP" means the system of
telephone numbering employed in the United States, Canada, and certain
Caribbean countries.
- 1.42. "Numbering Plan Area" or "NPA" is 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. A "Non-Geographic NPA" is a SAC Code.
- 1.43. "Number Portability" is as defined in the Act.
- 1.44. "NXX", "NXX Code", or "Central Office Code" means the three digit switch
entry indicator that is defined by the "D", "E", and "F" digits of a 10-digit
telephone number within the NANP. Each NXX Code contains 10,000 station
numbers.
- 1.45. "Pacific" means Pacific Bell.
- 1.46. "Pacific's Service Area" means the geographic areas in the State of California
where Pacific provides local exchange telecommunications services.
- 1.47. "Party" means either Pacific or Carrier. "Parties" means both Pacific and
Carrier.

- 1.48. "Permanent Number Portability" or "PNP" means a long-term solution to provide local Number Portability for all customers and all providers consistent with the Act and implementing regulations.
- 1.49. "Point of Interconnection" or "POI" means the physical demarcation point between Pacific and Carrier. This point establishes the technical interface, the test point(s), and the point(s) for operational division of responsibility between Pacific's network and Carrier's network.
- 1.50. "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-NXX code which has been assigned to the LEC for its provision of Exchange Service.
- 1.51. "Rating Point" means the Vertical and Horizontal ("V&H") coordinates associated with a particular telephone number for rating purposes. The Rating Point need not be the same as the location of the Central Office where a telephone number is home, nor must it be located within the same Rate Center area, but it must be in the same LATA as the NPA-NXX.
- 1.52. "Service Access Code", or "SAC Code" is a non-geographic NPA typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 500, Toll Free Service NPAs, 700, and 900 are examples of SAC Codes.
- 1.53. "Service Control Point" or "SCP" means a node in the CCS network to which information requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from a Service Switching Point ("SSP"), performs Customer or application-specific service logic and then sends instructions back to the SSP on how to continue call processing.
- 1.54. "Service Provider Number Portability" shall have the same meaning as Number Portability.
- 1.55. "Signal Transfer Point" or "STP" means equipment that performs a packet switching function that routes signaling messages among SSPs, SCPs, Signaling Points ("SPS"), and other STPs, in order to set up calls and to query databases for advanced services.
- 1.56. "Switched Access" service means an offering of access to services or Facilities for the purpose of the origination or the termination of traffic from or to Exchange Service customers in a given area pursuant to a Switched Access tariff. Switched Access Services include: Feature Group A ("FGA"), Feature Group B ("FGB"), Feature Group D ("FGD"), Toll Free Service, and 900 access.

- 1.57. "Tandem Switches" or "Access Tandem Switches" are switches that are used to connect and switch trunk circuits between and among Central Office Switches and other Telecommunications Carriers' switches for the purposes of providing local exchange and Switched Access services.
- 1.58. "Telecommunications Carrier" is as defined in the Act.
- 1.59. "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 NPA SAC codes.
- 1.60. "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.
- 1.61. "Type 1 CMRS Interconnection" or "Type 1" means CMRS Interconnection services, arrangements, and Facilities established between Carrier's POI and Pacific's End Office(s) as technically defined in Bellcore Technical Reference GR-145-CORE and TA-NPL-000912 and as provided in accordance with this Agreement.
- 1.62. "Type 2A CMRS Interconnection" or "Type 2A" means CMRS Interconnection services, arrangements, and Facilities established between Carrier's POI and Pacific's Tandem Switch(es) as technically defined in Bellcore Technical Reference GR-145-CORE and as provided in accordance with this Agreement.
- 1.63. "Type 2B CMRS Interconnection" or "Type 2B" means CMRS Interconnection services, arrangements, and Facilities between Carrier's POI and Pacific's designated End Office as technically defined in Bellcore Technical Reference GR-145-CORE for mobile-originated traffic and as provided in accordance with this Agreement.
- 1.64. "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. Pacific Bell's Wire Center can also denote a building in which one or more Central Offices, used for the provision of exchange services and Switched Access services, are located. However, for the purposes of collocation Wire Center shall mean those points eligible for such connections as specified in FCC Docket No. 91-141, and rules adopted pursuant thereto.
- 1.65. "Wireless Service Provider" or "WSP" means a provider of CMRS.

2.1.2. Interconnection shall be provided at a level of quality equal to that which each Party provides to itself, a subsidiary, an Affiliate, or any other Telecommunications Carrier; except that, upon Carrier's request, Pacific will provide a different level of quality to the extent technically feasible and subject to the negotiation of acceptable provisioning arrangements and compensation arrangements that will ensure recovery of Pacific's costs of providing such level of quality of interconnection as set out in Section 2.1.3. below.

2.1.1. As further described in Attachment I, CMRS Interconnection shall be available at the trunk-side of a Pacific End Office Switch via Type 2B and Type 1 ("TSMT") CMRS Interconnection; at the line-side of a Pacific End Office Switch via Type 1 CMRS Interconnection; and at the trunk connection points for a Pacific Tandem Switch via Type 2A CMRS Interconnection. CMRS Interconnection with Pacific's Operator Assistance and 411 Directory Assistance shall be available at Pacific's End Office Switches via Type 1 CMRS Interconnection, and with NPA 555-1212 Directory Assistance shall be available at Pacific's Tandem Switches via Type 2A CMRS Interconnection. CMRS Interconnection shall also be provided at other technically feasible points in Pacific's network at the request of Carrier and subject to the negotiation of acceptable provisioning arrangements and compensation arrangements that will ensure the recovery of Pacific's costs of providing such interconnection as set out in Section 2.1.3. below. The Parties will attach or incorporate as amendments to this Agreement technical descriptions, revised tables of interconnection points established between the Parties, and if required, descriptions of associated compensation arrangements to cover any such additional interconnection.

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

2. CMRS INTERCONNECTION FOR RECIPROCAL TRAFFIC EXCHANGE

1.66. Undefined Terms. The Parties acknowledge that terms may appear in this Agreement that are not defined and agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the Effective Date of this Agreement.

2.1.3. Pacific shall be entitled to recover its costs, which shall include a reasonable profit, of providing interconnection and/or quality levels pursuant to the costing and pricing principles established by the Commission pursuant to Section 252(d) of the Act.

2.1.4. ~~Interconnection Within Each LATAs~~. Unless otherwise agreed herein, Carrier and Pacific will interconnect directly in each LATAs in which they exchange Local CMRS Calls and Switched Access traffic for termination on the other's network. There will be a physical network interface for such CMRS Interconnection, which the Parties shall designate, and which shall be called a Point of Interconnection ("POI"). This Agreement establishes the responsibilities on each side of the POIs, the trunk groups to be established between the Parties' networks, and the appropriate compensation arrangements for exchange of Local CMRS Calls over those trunk groups.

2.1.5. ~~Single POI Model for Interconnection Facilities~~. For each Central Office/MSC pair where Carrier and Pacific interconnect for the exchange of Local CMRS Calls, there will be a single POI for the interconnection Facility. Carrier can construct its own transport Facilities used to route calls to and from the POI, it can purchase or lease from a third party these transport Facilities, or it can purchase these Facilities from Pacific. Each Party shall be responsible for providing its own or leased transport Facilities to route calls to and from the POI.

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

a. ~~TRUNK SIDE TANDEM TERMINATION INTERCONNECTION AT EACH TANDEM IN A LATAs~~. A trunk group will be established between Carrier's MSC in each LATAs and each and every Pacific Access Tandem Switch in such LATAs using Type 2A CMRS Interconnection. Carrier shall not route to a Pacific Access Tandem Switch traffic destined for an NXX which subtends a different Tandem Switch, as shown in the LERG;

b. ~~LATA-WIDE TRUNK SIDE TANDEM TERMINATION INTERCONNECTION~~. Where requested, and subject to mutually agreed upon terms, a trunk group may be established between Carrier and Pacific at a single Pacific Tandem, designated by Pacific, using Type 2A CMRS Interconnection for termination of all Local CMRS Calls destined for any End Office Switch that subtends one of Pacific's Tandem Switches in the LATAs; and

The Parties will cooperate in the exchange of TCAP messages to facilitate full interoperability of CCS-based features between

PUC Tariff No. 175-T, Section 6.
interconnection will be applied based on Pacific's Schedule Cal. messages with Pacific as set out below. Charges for such Pacific's CCS network for the purpose of exchanging CCS L-780023-PB/NB. Pacific will make available to Carrier access to whether direct or by third party, shall be pursuant to PUB directly and/or through a third party. CCS interconnection, 2.1.9, above. Carrier may establish CCS interconnections either Interconnection Trunk Groups, except as provided in Section conjunction with all Type 2A or Type 2B CMRS

a. The Parties will provide CCS to one another in terminate Local CMRS Calls originating on each other's networks, as follows:
2.2.1. Trunk Side CMRS Interconnection Terms. Using the Facilities and trunk arrangements described in Section 2.1 above, the Parties shall reciprocally

2.2. CMRS Interconnection Trunk Arrangement and Associated Signaling Interconnection.

2.1.9. Signaling Protocol. The Parties may interconnect their networks using CCS (SS7) for Type 2A and Type 2B CMRS Interconnection as defined in GR-317 and GR-394, including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for CCS-based features in the interconnection of their networks. Where multi-frequency signaling is currently used, the Parties agree to use reasonable efforts to convert to CCS.

2.1.8. Ancillary Services Traffic. Carrier must use at least one Type 1 trunk Facility for delivery of Ancillary Services traffic for each Pacific Access Tandem Switch to which it interconnects using Type 2A CMRS Interconnection. Carrier must use at least one Type 1 trunk Facility for delivery of Ancillary Services traffic for each Pacific Access Tandem Switch to which it interconnects using Type 2A CMRS Interconnection.

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

c. END OFFICE-TO-MSC TRUNK SIDE INTERCONNECTION. The Parties may establish direct end office-to-MSC Interconnection using Type 2B or Type 1 CMRS Interconnection. The Parties will use generally accepted traffic engineering guidelines in determining when to establish such direct end office-to-MSC trunk groups between their networks, where Facilities and equipment are available.

- their respective networks, to the extent technically feasible. All available CCS signaling parameters a Party has deployed for use in its network will be provided, including CPN. All privacy indicators will be honored.
- b. Except as provided in subsection i, below, Carrier shall not route terminating Switched Access traffic, including any inter-MSO, inter-MTA traffic, destined for an end office in Pacific's network, over CMRS Interconnection Trunks. The Parties may exchange traffic to or from IXCs over CMRS Interconnection Trunks. Carrier shall be responsible for ensuring that all inter-MTA traffic is properly routed over Switched Access Facilities.
- c. Unless a LATA-Wide Termination option described above is deployed, Carrier shall only deliver terminating traffic over CMRS Interconnection Trunk Groups to a Pacific Tandem Switch for those publicly-dialable NPA NXX codes served by End Offices that directly subend the Pacific Tandem Switch or those WSP NXXs or other LEC or Carrier NXXs that directly subend Pacific's Tandem Switch.
- d. The Parties shall deliver all traffic destined to terminate on the other Party's network in accordance with the serving arrangements defined in the LERF.
- e. Where Carrier delivers miscellaneous calls (e.g., time, weather, Busy Line Verify/Interrupt, California 900, Mass Calling Codes) destined for Pacific, it shall deliver such traffic in accordance with the serving arrangements defined in the LERF.
- f. Subject to subsection h, below, N11 codes (i.e., 411, 611, 911) shall not be sent between the Parties' networks over Type 2A or Type 2B CMRS Interconnection Trunk Groups. Ancillary Services, including N11 codes, may be sent over Type 1 trunks as set forth in Attachment I to this Agreement.
- g. Unless otherwise agreed to, Pacific will not deliver calls destined to terminate at a Carrier MSC via another Telecommunications Carrier Tandem Switch. Further, where Carrier's Dedicated NXX Codes subend another Telecommunications Carrier's Tandem Switch, the Parties will establish trunking directly between Pacific's Tandem Switch and Carrier's MSC for the completion of land-to-mobile calls destined to terminate to such NXXs. In LATAs where other Telecommunications Carriers have Tandem Switches, it is the responsibility of Carrier to negotiate interconnection and

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

2.3.2. The Parties shall share the overall coordination, installation, and maintenance responsibilities for two-way CMRS Interconnection Trunks and Trunk Groups.

2.3. Responsibilities of the Parties.

h. The Parties shall use reasonable efforts, in accordance with Section 2.1.3. above, to reconfigure their networks to route and bill, where possible, Ancillary Services traffic through Pacific's tandems over Type 2A CMRS Interconnections or via separate interconnection to Pacific's Traffic Operator Position System ("TOPS") switches. This form of access will be available when the Parties successfully complete joint testing, where required, of the access configuration and cooperatively develop the necessary billing and provisioning systems and processes.

i. The Parties acknowledge that a portion of Carrier's Service Area served by a single, existing MSC extends over an MTA boundary. Carrier contends that it is incapable of properly segregating and routing such traffic at the time of execution of this Agreement. Carrier shall use all reasonable efforts to properly segregate and route such traffic over Switched Access trunk groups. Until such arrangements are made, Carrier may route such traffic over local CMRS Interconnection Facilities; however, such traffic shall not, under any circumstances, exceed one percent (1%) of the total traffic originated by Carrier under this Agreement. At the request of Pacific, the Parties shall cooperatively examine the amount of such inter-MTA, intra-MSC traffic that originates on Carrier's system to ensure compliance with this requirement; such reevaluation shall occur no more frequently than once every six (6) months.

- 2.3.3. Carrier and Pacific shall:
- a. Provide trained personnel with adequate and compatible test equipment to work with each other's technicians;
 - b. Notify each other when there is any change affecting the service requested, including the due date;
 - c. Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its CMRS Interconnection Trunks/Trunk Groups are installed per the Interconnection order, meet agreed-upon acceptance test requirements, and are placed in service by the due date;
 - d. Perform sectionalization to determine if a trouble is located in its Facility or its portion of the CMRS Interconnection Trunks prior to referring the trouble to each other;
 - e. Advise each other's Control Office if there is an equipment failure which may affect the CMRS Interconnection Trunks;
 - f. Provide each other with a trouble reporting number that is readily accessible and available 24 hours/7 days a week;
 - g. Provide to each other test-line numbers and access to test lines; each Party will provide test lines that return answer supervision for every NPA/NXX that it opens; and
 - h. Based on the interconnection architecture between the Parties for local and Switched Access, the Parties agree that mutual cooperative tests of system assurance for the proper recording, exchange, and verification of call detail records in each Party's switch(es) shall be performed prior to Carrier's billing Pacific based on Carrier's measurement of Carrier's traffic. Such tests are repeatable on demand by either Party on reasonable notice.
 - i. Bilateral Agreement. The Parties shall jointly develop and implement a bilateral agreement regarding technical and operational interfaces and procedures related to the interconnection and reliable operation of the Parties' switched networks (Pacific's proposed "Bilateral Agreement Template/Worksheet" is attached hereto as Attachment II). The Parties will use their best good-faith efforts to finalize the Bilateral Agreement within ninety (90) days of the Effective Date of this Agreement.

2.5.3. Orders that comprise a major project that directly affects 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

b. At any time as a result of Carrier's own capacity management assessment, to begin the provisioning process.

a. Within ten (10) business days after receipt of the TCSR, upon review of and in response to Pacific's TCSR, or will issue a WCSR to Pacific's Wireless Interconnection Service Center. Interconnection Trunk Groups based on Pacific's capacity assessment. Carrier Request ("TCSR") to Carrier to trigger changes Pacific desires to the CMRS Provisioning Assignment Center ("PAC") will send a Trunk Group Service capacity of CMRS Interconnection Trunk Groups. Pacific's Circuit 2.5.2. As discussed in this Agreement, both Parties will jointly manage the

2.5.1. Orders from Carrier to Pacific to establish, add, change, or disconnect Type 2A, 2B, or Type 1 trunks shall be processed by use of a Wireless Carrier Service Request ("WCSR"), using Pacific's CESAR electronic ordering interface, or manually, by facsimile transmission. When the Parties move to Long-Term Rates for Type 2A and Type 2B CMRS Interconnection under Section 3.1.1.a(ii), Carrier shall pay the applicable service order fee, if established by the Commission by final order in its OANAD proceeding.

2.5. Trunk Servicing.

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

2.3.4. Carrier agrees that it will not market to its Customers, hold itself out, enter into any agreement to provide, or encourage its Customers to use Facilities and services provided hereunder for the provision of services other than Carrier's Authorized Services. Carrier agrees that it will not exchange traffic with Pacific under this Agreement that permits a non-CMRS Telecommunications Carrier to exchange traffic pursuant to the Local CMRS Calling Area set forth in Section 1.36 of this Agreement. To the extent that Carrier seeks to use the interconnection arrangements provided herein to provide services other than two-way CMRS (i.e., stand alone paging service, facilities-based landline service, tandeming services), the Parties shall separately negotiate and agree upon the terms and conditions for the exchange of such traffic.

2.6.3. If a trunk group is under seventy-five percent (75%) of centum call seconds (ccs) capacity on a monthly average basis for each month of any six (6) month period, either Party may issue an order to resize the trunk group, which shall be left with not less than twenty-five percent (25%) excess capacity. In all cases, grade of service objectives shall be maintained.

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

c. A description of major network projects that affect the other Party. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either Party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

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;

a. Yearly forecasted trunk quantities (which include measurements that reflect actual tandem and end office CMRS Interconnection and trunks and tandem-subtending CMRS Interconnection end office equivalent trunk requirements for three (3) years (current and plus-1 and plus-2) by quarter;

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

2.6. **Trunk Forecasting.**

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

Designated NXX Code locations, re-homes, Facility grooming, or major network rearrangements .
among Pacific and Carrier work groups, including but not limited to the initial establishment of CMRS Interconnection Trunk Groups and service in an area,

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

3. RECIPROCAL COMPENSATION FOR LOCAL CMRS INTERCONNECTION

3.1. Compensation for Call Transport and Termination.

3.1.1. Carrier and Pacific acknowledge that the traffic flows between Carrier and Pacific are not in balance, and are unlikely to be in balance during the term of this Agreement. Accordingly, the Parties agree that the following rates shall apply to Local CMRS Calls:

a. Mobile to Land Local CMRS Calls.

(i) Interim Rates for Type 2A and Type 2B Interconnection. Until the Commission has adopted rates for Local Call termination and transport by a final order in its Open Access and Network Architecture Development ("OANAD") proceeding, the following rates shall apply for Local CMRS Calls exchanged using Type 2A and 2B Interconnection:

- a) TYPE 2A (LATA-WIDE TERMINATION): \$0.014225 set-up per Completed Call, and \$0.003997 Conversation Time per minute of use;
- b) TYPE 2A (NON-LATA WIDE TERMINATION): \$0.013420 set-up per Completed Call, and \$0.003730 Conversation Time per minute of use;
- c) TYPE 2B: \$0.009615 set-up per Completed Call, and \$0.001359 Conversation Time per minute of use.

(ii) Long-Term Rates for Type 2A and Type 2B

Interconnection. Once the Commission has adopted rates for Local Call transport and termination by final order in its OANAD proceeding, the unbundled element rates for local switching, common and shared transport, and tandem switching adopted in the OANAD proceeding would apply for Type 2A

and Type 2B rates, pursuant to the equations for each type of Interconnection set forth in Attachment V. In the event that the Commission by final order in its OANAD proceeding adopts multiple rates or rates that differ in any substantive manner from the components for local switching, common and shared transport, or tandem switching provided for in Attachment V to this Agreement, the Parties shall renegotiate the rates for those components in accordance with the Commission's final order in OANAD, and the rates provided in this Section 3.1.1.a(i) will apply until such negotiations are completed.

(iii) Type 1 Interconnection. The following rates shall apply to Type 1 TSMT Interconnection, in addition to tariff charges that shall be applied to Ancillary Services:

\$0.021711 set-up per Completed Call, and
\$0.004410 Conversation Time per minute of use.

The usage rates set forth in Pacific's Tariff Schedule Cal. PUC A.6.2. (MTS rates) shall apply to Type 1 Dial Line Interconnection.

b. Land to Mobile Local CMRS Calls. The rates for land to mobile Local CMRS Calls shall be eighty-seven and one-half percent (87.5%) of the Non-LATA Wide Type 2A rate set forth above; except for land to mobile Local CMRS Calls delivered over Type 2B trunks, for which the rate shall be identical to the rate for mobile to land Local CMRS Calls.

c. Transit Calls. A Party ("the MSC/end office Party") shall pay a transit rate of \$0.004 per minute when it uses the other Party's Tandem ("the tandemming Party") to originate a call to a third party LEC, WSP, or another of its own MSCs or Central Offices. Once the Commission has adopted rates for tandem transit by final order in its OANAD proceeding, the applicable rates adopted in the OANAD proceeding would apply.

Except where the Carrier terminating the call is a member of the California Toll Pool, the Parties agree that it is incumbent on the MSC/end office Party to establish billing arrangements directly with other LECs, or WSPs to which it may originate traffic by means of arrangements provided by the tandemming Party. The Parties agree that, for calls originated by either Party through transiting arrangements provided by the tandemming Party, they will, prior to originating any such calls, arrange to

3.2.2. For intralATA Toll Free Service calls where such service is provided by one of the Parties, the compensation set forth in Section 3.1.1. above shall be charged by the Party originating the call rather than the Party terminating the call.

3.2.1. Measurement of minutes of use over CMRS Interconnection Trunk Groups shall be in actual Conversation Time. The total Conversation Time over each individual CMRS Interconnection Trunk Group will be totaled for the monthly bill-round and then rounded to the next whole minute.

3.2. Other Terms for Reciprocal Call Transport and Termination.

3.1.2. The Parties agree that they will renegotiate the compensation provisions of this Section, if Carrier provides Pacific with call detail records that, together with Pacific's records, establish that less than fifty-five percent (55%) of the Local CMRS Calls originated by the Parties under this Agreement are originated by Carrier.

d. Additional Interconnection Rates and Charges. The terms, conditions, rates, and charges for CMRS Service Elements, CMRS trunks, and Special Access Connections are referenced in the Attachments to this Agreement.

The end office Party shall not charge the tandeming Party for calls that are terminated to it via transit arrangements provided by the tandeming Party.

When Carrier uses a Pacific Access Tandem to transit a call to another LEC end office, and that LEC is a member of the California Toll Pool ("Pooling LEC"), Pacific will bill, and Carrier will pay, the Type 2A CMRS Interconnection rate. Pacific will remit such revenues, minus its transit fee, to the California Toll Pool. When a Pooling LEC originates a call that terminates to a Carrier NXX, Carrier will bill, and Pacific will pay, the same rate as if the call originated at a Pacific end office.

report all such minutes and messages to the LEC or WSP operating the terminating switch to which the call is directed sufficient that such LEC or WSP may bill the originating Party directly for such calls, and not bill the tandeming Party any rate elements for providing the transiting arrangement. Until the aforementioned compensation arrangements are in place, the tandeming Party shall be entitled to pass through to the originating Party any charges for call termination imposed by the terminating LEC or WSP.

3.2.3. Billing And Recording.

a. Except as set forth in this Section 3.2.3, Pacific and Carrier shall each perform the necessary call recording and rating for its respective portions of an exchanged call.

b. The Parties recognize that Carrier currently may not have the technical systems in place to measure and bill Pacific pursuant to Section 3 of this Agreement. Carrier shall use its best efforts to record, measure, and bill Pacific based on traffic measurements recorded on its own network. To the extent that Carrier currently does not have the ability to measure and bill based on its own traffic recording Carrier shall bill Pacific, and Pacific agrees to pay Carrier pursuant to such bills, the charges due under this Section 3, based on Pacific's monthly bill to Carrier as set forth below. The land to mobile Completed Call setups and Conversation Time minutes of use shall be equal to twenty and forty-eighths percent (20.48%) of the mobile to land Completed Call setups and Conversation Time minutes of use, as follows:

(i) For "unblended" Type 2A usage and Type 2B usage reported on Pacific's bill (i.e., ML-1 call setup and duration volumes), Carrier will bill Pacific ninety-one percent (91%) of the Non-LATA Wide mobile to land Type 2A rate set forth in Section 3.1.1.a, above.

(ii) For "blended" Type 2A usage reported on Pacific's bill (i.e., ML-2 call setup and duration volumes), Carrier will bill Pacific eighty-seven and one-half percent (87.5%) of the Non-LATA Wide mobile to land Type 2A rate set forth in Section 3.1.1.a, above plus the blended billing option rate set forth in Attachment IV to this Agreement.

(iii) In addition, Carrier will bill Pacific twenty percent (20%) of Pacific's monthly recurring trunk termination charges.

c. The Parties agree to work cooperatively to develop the future capability to exchange all necessary traffic recordings in standard Exchange Message Record ("EMR") or Exchange Message Interface ("EMI") format.

d. To facilitate the proper billing of traffic, Carrier and Pacific agree to exchange such reports and/or data as required in this Section 3. Either Party may request an audit of such usage

c. At Carrier's MSC where the CMRS Interconnect Trunks terminate. Carrier shall compensate Pacific for transport between the POI and the Pacific Wire Center where the CMRS Interconnection Trunks terminate per the applicable Facility tariff or contract.

b. At a collocation arrangement in a Pacific Wire Center other than where the CMRS Interconnection Trunks terminate. Carrier shall compensate Pacific for transport between the POI and the Pacific Wire Center where the CMRS Interconnection Trunks terminate per the applicable Facility tariff or contract.

a. At a collocation arrangement in the Pacific Wire Center where the CMRS Interconnection Trunks terminate. Carrier shall be responsible for providing the Facilities to the POI.

3.3.2. CMRS Interconnection POI Options. Carrier will select one of the following interconnection points to establish the POI: transmission rates, except for Type 1 CMRS Interconnection arrangements. interconnect their networks using digital Facilities of at least DS-1

3.3.1. CMRS Interconnection Transport Arrangements. The Parties will CMRS Interconnection Transport Arrangements. The Parties will

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

3.2.5. Pacific and Carrier shall be responsible for billing and collection from their respective Customers the charges their Customers incur through their use of the other Party's network.

3.2.4. The Parties shall reach agreement regarding all data that shall be exchanged between the Parties for billing and validation purposes, including transit charges set forth in Section 3.1.1.c, above, by the Effective Date of this Agreement.

e. The Parties agree to resolve any billing or record exchange disputes pursuant to the Dispute Resolution provisions set forth in Section 31 of this Agreement.

and any audit shall be accomplished during normal business hours at the office of the Party being audited. Such audit must be performed by a mutually agreed-to independent auditor paid for by the Party requesting the audit and may include review of the data described in this Section 3. Such audits shall be requested within six (6) months of having received such usage reports.

3.3.3. ~~CMRS Interconnection Transport Charges~~. To compensate Carrier for Pacific's proportionate usage of interconnecting Facilities, Pacific shall pay Carrier three and one-half of one percent (3.5%) for land to mobile Local CMRS Calls, in addition to the percentage set forth in Section 3.1.1.b. above, except where Carrier selects the "blended" billing option set forth in Attachment IV to this Agreement.

3.4. ~~Charges and Payment.~~

3.4.1. Subject to the provisions of Section 3.4.2 below, each Party agrees to pay the other all rates and charges by the payment date, which may be set no earlier than thirty (30) days after the bill is rendered and sent to the billed Party, except that during the period that Carrier bills Pacific pursuant to Section 3.2.3.b, Carrier shall render bills to Pacific one month in arrears based on Pacific's bill to Carrier. 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.

3.4.2. ~~Late Payment Charge~~. A Party may charge the other a late payment charge for any unpaid balance if payment is not received by the billing Party by the late payment date printed on the bill to the billed Party on the same terms and conditions set forth in Pacific's tariff Schedule 175-T, Section 2.4.1.

3.4.3. ~~Backbilling/Backcrediting~~. Backbilling for all services provided pursuant to this Agreement may be billed for up to six (6) months after the date service was furnished. Either Party will credit the other for any overbilling that occurs up to six (6) months prior to the date in which the services pursuant to this Agreement were billed or backbilled.

3.4.4. ~~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 31 of this Agreement.

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

3.4.6. ~~Surcharges and Surcharges~~. The rates and charges for Facilities and serving arrangements provided pursuant to this Agreement are subject to the applicable surcharges listed in Pacific's intrastate tariffs. Such surcharges include, but may not be limited to, surcharges for (i) Billing (Schedule Cal.

4.1.2. Unless the FCC adopts rules that differ from the ICCF Central Office Code Administration Guidelines, Pacific will assign NXX codes to Carrier according to those Guidelines in a competitively neutral manner and on a basis

4.1.1. Each Party will comply with Industry Carriers Compatibility Forum ("ICCF") Central Office Guidelines, or modifications that may be made to those Guidelines by the newly established Network Interconnection/Interoperability Forum ("NI/IF").

4.1. The Parties agree, in principle, that the administration and assignment of Central Office Codes ("NXXs") should be moved to a neutral third party. In the interim, where Pacific functions as Code Administrator, the following provisions apply:

4. NONDISCRIMINATORY ACCESS TO TELEPHONE NUMBER RESOURCES

3.6. Carrier may request that Pacific provide Cellular Call Completion service, which may be available pursuant to a separate agreement.

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

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

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

3.5. Intercept Arrangements.

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

PUC No. A2.1.33), (ii) Commission Funding (Schedule Cal. PUC No. A2.1.37); and (iii) Universal Lifeline (Schedule Cal. PUC No. A5.2.5.E.5).

- 5.3. Except as otherwise agreed between the Parties in writing: (a) to the extent that a query is performed or is required to be performed, that Party will make arrangements to perform its own queries for PNP calls on an N-1 basis, where
- 5.2. Each Party shall recover its costs for PNP in accordance with FCC or Commission orders.
- 5.1. The Parties agree to implement Permanent Number Portability ("PNP"), in compliance with FCC or Commission orders, within and between their networks as soon as technically feasible, but no later than the schedule established by the FCC or the Commission.

5. NUMBER PORTABILITY

- 4.2. The Parties shall cooperate to reassign the routing V&H and the Common Language Location Identifier ("CLLI") of Dedicated NXX Codes from Pacific 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. Within thirty (30) days from the Effective Date of this Agreement, the Parties shall agree upon the requirements, process, and timetable for the reassignment of Carrier's Dedicated NXX Codes. Until a code is reassigned, it will continue to be assigned to Pacific's network as shown in the LERG.
 - 4.1.5. The Code Administrator will provide routine reports on NXX availability.
 - 4.1.4. The Parties will each be responsible for the electronic input of their respective number assignment information into the Routing Database System, except that Pacific will perform this input function for Carrier until Carrier's codes reside in Carrier's network as provided in Section 4.2, below.
 - 4.1.3. It shall be the responsibility of each Party to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Pacific nor Carrier shall charge each other for changes to switch routing software necessitated by the opening of NPA or NXX codes. If either Party is authorized to recover its costs for changes to switch routing software necessitated by the opening of NPA or NXX codes, the Parties shall reimburse each other's costs according to such authorization.
- no less favorable than that on which Pacific assigns codes to itself or to any other entity. These Number Administrator functions will be provided without charge. Number Administrator functions do not include opening NXX Codes.

- 5.4. The Parties shall cooperate in conducting testing to ensure interoperability between their networks. Each Party shall inform the other of any network updates that may affect the other's network and shall, at the other's request, perform tests to validate the operation of the network.
- 5.5. Once PNP is implemented by both Parties, both Parties agree to release ported telephone line numbers back to the Party assigned the NXX Code in the LERG as they become "vacant" (i.e., when they are no longer in service for the original end user customer and any applicable referral/intercept period has expired). The Parties agree to comply with such industry guidelines as may be established for the treatment of vacant telephone numbers.
- 5.6. The Parties shall cooperate to port numbers from one Party to the other so as to limit service outage for the ported Customer. The Parties agree to comply with such industry guidelines as may be established in the appropriate subcommittee of the California Local Number Portability Task Force for the cut-over process.
- 5.7. The Parties shall cooperate to ensure that performance of trunking and signaling capacity is engineered and managed at levels that are at least at parity with that provided by the other Party to itself or other interconnecting Telecommunications Carriers and to ensure effective maintenance testing. For Customers ported by PNP, the porting Party shall verify that the proper location routing number has been entered into the system, and shall perform other trouble shooting as established in industry guidelines.
- 5.8. Neither Party shall be required under this Agreement to provide Number Portability for non-geographic services (i.e., 500, 700, 800, and 900 SACs and 976 NXX) and similar services.
- 5.9. The Parties shall cooperate to provide each other with accurate billing and customer account record exchange data for Customers whose numbers have been ported.
- 5.10. Once PNP is implemented by both Parties, Pacific shall remove from its Line Information Data Base ("LIDB") all existing Pacific-issued Telephone Line Number-based card numbers issued to a customer, when that customer ports the associated telephone number(s) to Carrier.

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

6. TROUBLE REPORTING

The Parties will cooperatively plan and implement coordinated repair procedures for the CMRS Interconnection Trunks and Facilities to ensure trouble reports are resolved in a timely and appropriate manner consistent with procedures referenced in the Bilateral Agreement attached.

7. MAINTENANCE OF SERVICE CHARGES

7.1. A maintenance of service charge applies whenever either Party requests the dispatch of the other Party's personnel for the purpose of performing maintenance activity on the CMRS Interconnection Trunks, and any of the following conditions exist:

a. No trouble is found in the CMRS Interconnection Trunks; or

b. The trouble condition results from equipment, Facilities, or systems not provided by the Party whose personnel were dispatched; or

c. Trouble clearance did not otherwise require a dispatch, and upon dispatch requested for repair verification, the CMRS Interconnection

Trunk does not exceed maintenance limits.

7.2. If a Maintenance of Service initial charge has been applied and trouble is subsequently found in the Facilities of the Party whose personnel were dispatched, the charge will be canceled.

7.3. Billing for Maintenance of Service is based on each half-hour or fraction thereof expended to perform the work requested. The time worked is categorized and billed at either: (a) basic time; (b) overtime; or, (c) premium time, as defined in Pacific's Tariff Schedule Cal. PUC No. 175-T, Section 13.

10.1. Protective Controls. Any Party may use or request protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward or from each other's network, when required to protect the public switched network from congestion due to Facility failures, switch congestion, or failure or focused overload. The Parties will immediately notify each other of any protective control action planned or executed.

10. NETWORK MANAGEMENT

c. No credit allowance will be made for: (i) interruptions caused by the Facilities used to provide CMRS Interconnection; (ii) interruptions where Carrier has released the trunk to Pacific for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during that time which was negotiated with Carrier prior to the release of this service; or (iii) an interruption or a series of interruptions resulting from a common cause for amounts less than one dollar (\$1.00).

a. For CMRS Interconnection Trunks, interruptions on a per DS-1 termination basis, no credit shall be allowed for an interruption of less than twenty-four (24) hours. Carrier shall be credited for an interruption of twenty-four (24) hours or more at the rate of one-thirtieth (1/30th) of the applicable monthly recurring rate. b. The interruption period starts when an out of service condition is reported to Pacific and ends when the trunks are restored to service. Claims for reimbursement under this Section must be made in writing within thirty (30) days of the occurrence and shall be payable within thirty (30) days of such notification. Credit allowances for interruption or for a series of interruptions shall not exceed the monthly recurring rate for the service interrupted in only one monthly billing period.

9.1. Carrier shall, upon request, be credited an amount for the period during which CMRS Interconnection Trunks are out of service due directly to a failure of Pacific's switching equipment:

9. ALLOWANCES FOR TRUNK INTERRUPTIONS

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

8. CHANGE IN SERVICE ARRANGEMENTS

- 11.5. The Parties shall reasonably cooperate with each other in the defense of any suit, claim, or demand by third persons against either or both of them arising premises of the other.
- 11.4. Each Party shall reimburse the other for any loss through theft of Facilities or services, by or through employees of the reimbursing Party while on the premises of the other.
- 11.3. Each Party agrees to reimburse the other for damages to premises or equipment resulting from the installation, maintenance, or removal of Facilities, services, or arrangements, if caused by negligence or willful act of the reimbursing Party.
- 11.2. Except as otherwise stated in this Section 11, 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 this Agreement or the applicable Tariff.
- 11.1. Neither Party assumes any liability for any act or omission of the other in the furnishing of its service to its Customers solely by virtue of entering into this Agreement.

11. LIABILITY AND INDEMNITY

- 10.5. ~~High Volume Calling Trunk Groups.~~ The Parties shall cooperate to establish separate trunk groups for the completion of calls to high volume Customers.
- 10.4. ~~Network Harm.~~ Both Parties shall work cooperatively to prevent use of any service provided in this Agreement in any manner that interferes with third parties in the use of their service, prevents third parties from using their service, impairs the quality of service to other carriers or to either Party's Customers, causes electrical hazards to either Party's personnel, damage to either Party's equipment, or malfunction of either Party's billing equipment.
- 10.3. ~~Mass Calling.~~ The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, in order to prevent or mitigate the impact of these events on the public switched network.
- 10.2. ~~Expansive Controls.~~ Where the capability exists, originating or terminating traffic reroutes may be implemented by any Party to temporarily relieve network congestion due to Facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when the Parties mutually agree.

13.1. 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

13. RECORDS

12.1. With respect to claims of patent infringement made by third persons, Pacific and Carrier shall defend, indemnify, protect and save harmless the other from and against all claims arising out of the improper combining with or use by the indemnifying Party of any circuit, apparatus, system or method provided by that Party or its subscribers in connection with the Facilities, services or arrangements furnished under this Agreement.

12.2. 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.

12. PATENTS

11.6. Neither Party shall be required to reimburse the other for any claim or loss pursuant to this Section 11 where the amount in controversy is less than two hundred fifty dollars (\$250.00).

11.7. Neither Party shall be liable to the other in connection with the provision or use of services offered under this Agreement for indirect, incidental, consequential, or special damages, including (without limitation) damages for lost profits, regardless of the form of action, whether in contract, indemnity, warranty, strict liability, or tort.

Section. If the suit, claim, or demand is made against only one Party, the Party against whom the suit, claim, or demand is made shall have the authority to defend such action, including the right to select its own counsel, and the other Party shall have the right to select its own counsel; PROVIDED, however, that (a) in all such cases, either or both Parties shall assert any and all relevant provisions in its tariffs that limit liability to third persons as a bar to recovery by the third party claimant in excess of such limitation of liability; and (b) the Party against whom the suit, claim, or demand is made shall provide notice to the other Party prior to entering into any settlement or consent to any judgment pertaining to such action.

out of the interconnection arrangements and exchange of traffic hereunder including, without limitation, Workers' Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications. The Parties shall promptly notify each other of any suit, claim, or demand made under this Section. If the suit, claim, or demand is made against only one Party, the Party against whom the suit, claim, or demand is made shall have the authority to defend such action, including the right to select its own counsel, and the other Party shall have the right to select its own counsel; PROVIDED, however, that (a) in all such cases, either or both Parties shall assert any and all relevant provisions in its tariffs that limit liability to third persons as a bar to recovery by the third party claimant in excess of such limitation of liability; and (b) the Party against whom the suit, claim, or demand is made shall provide notice to the other Party prior to entering into any settlement or consent to any judgment pertaining to such action.

- 14.4. 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 arrangements provided or for costs incurred.
- 14.3. Notwithstanding Section 14.1, in the event Carrier intends to cease providing its Authorized Services, Carrier shall communicate this intent to Pacific in writing at least sixty (60) days prior to the time Carrier intends to cease providing its Authorized Services. Carrier may then terminate this Agreement on ninety (90) days written notice, subject to payment for Facilities or arrangements provided or for costs incurred.
- 14.2. Notwithstanding any other provisions of this Agreement, this Agreement may be terminated at any time as mutually agreed by the Parties in writing.
- 14.1. Except as provided herein, the Parties agree to interconnect pursuant to the terms defined in this Agreement for a term of two (2) years, and thereafter the Agreement shall continue in force and effect unless and until terminated as provided herein. After twelve (12) months from the Effective Date of this Agreement, either Party may terminate this Agreement by providing written notice of termination to the other Party, such written notice to be provided at least sixty (60) days in advance of the date of termination. Upon written notice at least one hundred twenty (120) days prior to the expiration of this Agreement, either Party may require negotiations of the rates, terms, and conditions of the CMRS Interconnection arrangements, to be effective upon such expiration; such negotiations shall begin no less than ninety (90) days prior to the expiration of this Agreement. Upon delivery of a notice of termination, the Parties shall within thirty (30) days commence negotiations in good faith to reach a new interconnection agreement. In the event of such termination as described herein, this Agreement shall continue without interruption until (a) a new interconnection agreement becomes effective between the Parties, or (b) the Commission determines that interconnection shall be by tariff rather than by contract.

14. TERMS AND TERMINATION

- 13.2. The Parties shall, upon reasonable request, furnish copies or otherwise make available to each other the licenses and other Federal and, if applicable, State regulatory authorizations and its filed tariffs or other published schedules of charges pertaining to the traffic to be exchanged hereunder. In the event that Carrier possesses requisite authority, but the regulatory agency involved has not issued a formal document of authorization, Pacific shall accept, as satisfying the requirements of this provision, the notice granting authorization in the agency's official publication(s).
 - Section 17 of this Agreement.
- required under this Section and Section 3 above are subject to the provisions of

16.1. Pacific may, in order to safeguard its interests, require that a Carrier which has proven history of late payments to Pacific or one who does not have established credit to make a deposit to be held by Pacific as a guarantee of the payment of charges. Such deposit may not exceed an amount equal to the sum of (1) twice the amount of the monthly charges for Facilities and arrangement specified in

16. DEPOSITS

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

15. REGULAR MEETING

14.7. Except where a Party requests negotiation of a new agreement under Section 14.1, above, if this Agreement is terminated for any reason and the Parties continue to provide services hereunder, the terms and conditions contained herein shall continue to apply to such services for ninety (90) days from the effective date of termination. Thereafter, tariffed rates, terms and conditions for comparable services shall apply to such continued service.

14.6. 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.

14.5. 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 interconnection arrangements provided hereunder. At such time the terminating Party will also notify in writing the Federal Communications Commission and the California Public Utilities Commission of the prospective discontinuance.

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.

17.2. 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

hereunder.
free of any confidential obligation, shall not constitute "Information" lawfully communicated to the Party receiving the information by a third party such information free of any obligation of confidence to any Party; or (iii) is exception of traffic information, already in the possession of the Party receiving or entity in violation of an obligation of confidentiality; (ii) is, with the Party hereto in violation of the terms of this Agreement or by any other person public domain through means other than direct or indirect disclosure by any "Confidential." Any information that (i) is now in or subsequently enters the Information specified in Section 17.2, below, shall be conspicuously marked as with its confidential nature. All such Information, except the types of material incorporating or relating to the Information, in a manner consistent and keep, file and store such Information together with any notes or other trade secrets and other trade information (the "Information") as confidential, correspondence, cost data, customer lists, estimates, market surveys, traffic data, limitation, the Systems, engineering and other technical data, business records, proprietary, non-public information so developed, including without employees or agents to do otherwise) receive and treat all confidential, any of its officers, employees or agents or its affiliates or their officers, their Customer obligations, each Party hereto will (and will not cause or permit agents, or affiliates or their officers, employees, or agents, in the performance of Agreement, or which may be used by the Parties, or their officers, employees, which may be developed and owned by the Parties during the term of this 17.1. In light of the confidential nature of the non-public, proprietary information

17. CONFIDENTIALITY

16.2. The fact that a deposit has been made does not relieve Carrier from complying with the requirements for advance payments or the prompt payment of bills as specified elsewhere in this Agreement. At such time as the provision of Facilities and arrangements to Carrier is terminated, the amount of the deposit will be credited to Carrier's account and any credit balance which may remain will be refunded. At the option of Pacific, such a deposit may be refunded or credited to Carrier at any time. In case of a cash deposit, simple interest at the annual rate reflected in Pacific's tariff Schedule Cal. PUC No. A.2.1.7.B.5. shall be paid for the period during which such deposit is held by Pacific.

the Attachments to this Agreement, plus (2) the amount of any termination charges specified in any Special Contract(s), plus (3) twice the estimated monthly usage charges.

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

Theresa Cabral, Esquire
Senior Counsel
Pacific Telesis Legal Group
2600 Camino Ramon, Room 2W806
San Ramon, CA 94583

with a copy to:

PACIFIC BELL
370 Third Street, Room 311
San Francisco, CA 94107
Attention: Doug Garrett, Executive Director, Local
Interconnection

and to Pacific addressed as follows:

Ms. Nancy Carlsen
Nextel Communications
1505 Farm Credit Drive, Suite 100
McLean, VA 22102

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

19. NOTICE

The failure of either Party to insist upon performance of any of the terms and conditions of this Agreement in any one or more instances shall not be construed as a waiver or relinquishment of any such terms, covenants, and conditions, but the same shall be and remain in full force and effect.

18. NO WAIVER

17.3. Notwithstanding the above, information required to be disclosed by a Party to a legislative, regulatory, or judicial body may be so disclosed; however, the Party so releasing information proprietary to the other Party shall notify that Party prior to the release of said information and if requested shall seek confidential status of said information with the requesting body.

disclosed to any affiliate or subsidiary corporation that provides services that compete with the other Party.

20. ASSIGNMENT

- 20.1. This Agreement may not be assigned by either Party without the prior written consent of the other, which shall not be unreasonably withheld.
- 20.2. 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.

21. AMENDMENTS, CHANGES, AND MODIFICATIONS

- 21.1. 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.
- 21.2. Subject to the provisions of Section 21.1. 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.
- 21.3. No provision of this Agreement shall be deemed waived, amended, or modified by either Party, unless such waiver, amendment, or modification is in writing and signed by the authorized representatives of both Parties.

22. LAW GOVERNING AGREEMENT

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

23. INSOLVENCY

- 23.1. 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.

Each Party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties.

27. INDEPENDENT CONTRACTOR

26.2. If any such force majeure condition occurs, the Party injured by the other's inability to perform may, in accordance with Section 14 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.

26.1. Neither Party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its fault or negligence.

26. FORCE MAJEURE

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.

25. THIRD PARTY BENEFICIARY

In the event a portion of this Agreement is held to be unenforceable, that portion shall be severed from the Agreement and the remainder shall continue in full force; provided, however, that if the severing of a provision makes this Agreement in its entirety impossible to perform, the Agreement shall be terminated in accordance with the provisions of Section 14, above.

24. SEVERABILITY

23.2. When the circumstances referred to in Section 23.1, 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.

30.2. If any Governmental Authority adopts a local calling area for LEC-WSP exchanged traffic that is different from the local calling area set forth in 47 C.F.R. § 51.701(b)(2), or if any Governmental Authority with jurisdiction otherwise reverses, modifies, or rejects the local calling area set forth in 47 C.F.R. § 51.701(b)(2), the Local CMRS Calling Area under this Agreement shall be as defined by that Governmental Authority, or, in the absence of any binding decision by a Governmental Authority with jurisdiction regarding the

30.1. This Agreement and the Attachments hereto shall be amended at the request of either Party to take into account changes in FCC or Commission decisions, tariffs, rules, and requirements, including changes resulting from judicial review of applicable regulatory decisions. This Agreement and the Attachments hereto and the rates, charges, terms, and conditions set forth herein and therein shall be amended from time to time to conform to such new or changed rates, charges, terms, and conditions as may subsequently be approved by the FCC or the Commission.

30. REGULATORY CHANGES

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

29.1. In the event that any final and nonappealable legislative, regulatory, judicial, or other legal action materially affects any material terms 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.

29. REGULATORY DECISION

28. MOST FAVORABLE TERMS AND CONDITIONS

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

applicable local calling area, the Local CMRS Calling Area under this Agreement shall be as set forth in 47 C.F.R. § 51.701(b)(1).

31. DISPUTE RESOLUTION

The Parties agree that in the event of a default or violation hereunder, or in the event of any dispute arising under this Agreement (collectively, "the Dispute"), the Parties shall first meet and confer to discuss in good faith the Dispute and seek resolution prior to taking any action before any court or regulatory authority, or before making any public statement about or disclosing the nature of the Dispute to any third party. Such conference shall occur at least the Vice President level for each Party. In the case of Pacific, its Vice President for Local Competition, or an equivalent officer, shall participate in the meet and confer meeting. Thereafter, the Parties shall comply with the dispute resolution procedures set forth in pages 36-39 of Commission Decision 95-12-056.

32. EFFECTIVE DATE

This Agreement shall become effective upon approval by the Commission.

33. SUPERSEDEURE

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.

34. EXECUTION IN DUPLICATE

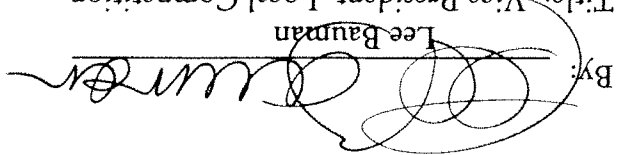
This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original, but such counterparts together constitute one and the same document.

35. ENTIRE AGREEMENT

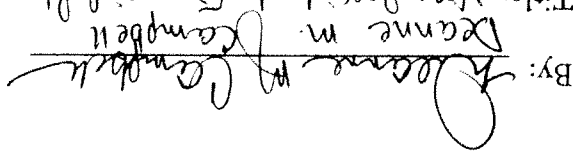
This Agreement shall constitute the entire agreement between Pacific and Carrier with respect to the subject matter hereof.

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: 
Lee Bauman
Title: Vice President, Local Competition
Date Signed: ~~May~~, 1997 June 26

CARRIER

By: 
Deanne M. Campbell
Title: Vice President, Financial Planning + Analysis
Date Signed: May 30, 1997

ATTACHMENT I

to

**ENHANCED SPECIALIZED MOBILE RADIO
INTERCONNECTION AGREEMENT**

between

PACIFIC BELL ("Pacific")

and

SMART SMR OF CALIFORNIA, INC. ("Carrier")

DATED: JUNE 26, 1997

FACILITIES & ARRANGEMENTS

ATTACHMENT I

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1. CMRS INTERCONNECTION SERVICE TYPES & DESCRIPTIONS

Two-way CMRS Interconnection Services, as described following, shall be used only for the exchange of traffic originating or terminating on Carrier's network in connection with Carrier's two-way CMRS Authorized Services.

CMRS Interconnection includes three basic serving arrangements and various CMRS Interconnection service elements. CMRS Interconnection may also include Special Access connections. Each CMRS Interconnection arrangement requires a trunk- or line-side connection between Carrier's MSC and Pacific's Central Office. As requested by Carrier, Pacific will establish a trunk group or groups for Carrier at Carrier's MSC where the interconnection is to occur.

The Parties shall engineer a one percent (1%) blocking objective on any final CMRS Interconnection Trunk Group.

1.1 Type 1 CMRS Interconnection

1.1.1 Type 1 CMRS Interconnection is an end office Interconnection permitting incoming and outgoing traffic capability. The parameters of this interconnection shall be in accordance with the address and supervision protocols described in Bellcore Technical Advisory TA-NPL-000912 and Bellcore Technical Reference GR-145-CORE.

1.1.2 Type 1 CMRS Interconnection allows Carrier: (a) to establish connection through its MSC to Pacific Bell End Office Switches for the purpose of establishing connections to other Pacific Bell End Office Switches, other carriers, operator services, and valid NXX codes within the LATA; and, (b) to access Pacific's Operator Services, 411, 611, 911, 700, 800/888, 900, and 976 services, and other Telecommunications Carriers. Carrier may order three different trunk configurations as described below:

a. The Direct Inward Dial ("DID") Trunk is a two-wire, one-way land-to-mobile trunk side connection between Carrier's MSC and Pacific's End Office Switch. Through this connection Carrier may receive calls from other Pacific end offices within the LATA as well as calls from other local and wireless carriers. Carrier can be connected to the selected Pacific end office (in the serving Wire Center or in another Wire Center) with either an analog or digital interface using a DID connecting trunk. When a call is made, it is routed to the selected DID trunk to Carrier's MSC. The DID circuits use reverse battery supervision and Dial Pulse ("DP"), Dual Tone Multi-Frequency ("DTMF") or Multi-Frequency ("MF") address pulsing options. Additional technical specifications for this interconnection are in the Bellcore Technical Advisory TA-NPL-000912.

b. The Dial Line Trunk is a two-wire, one-way mobile-to-land line-side connection at a Pacific End Office Switch. With this interconnection, Carrier can establish connection to valid NXX codes within the LATA, Pacific's Operator Services, 411, 611, 911, 800/888, 900, and 976 services, and IXCs. Trunk circuits use loop supervision and can use ground start or loop start

control. Outgoing calls may use DP or DTMF address pulsing. These circuits must be presubscribed to an Interexchange Carrier and 10XXX or 101XXXX dialing is not permitted.

c. The Trunk Side Message Trunk (TSMT) is a one-way or two-way trunk connection from Pacific's end office to Carrier's MSC. This trunk side connection has a Trunk With Line Treatment ("TWLT") feature (or its equivalent) that offers trunk side signaling and supervision but treats the connection as a line for call recording purposes. The TWLT feature requires Pacific's End Office Switch to return Answer Supervision to Carrier and make line side recordings even though a physical trunk side connection is used. Carrier can be connected to the selected Pacific end office (in the serving Wire Center or another Pacific Wire Center) by either analog or digital facility and use either a direct digital interface or an analog trunk at the switch. When a call is made to one of Carrier's assigned telephone numbers it is routed to Carrier's MSC. One-way TSMT can be provided on a four-wire basis with E&M supervision or on a two-wire basis using reverse battery supervision. Two-way TSMT connections are always four-wire circuits that use only wink start MF address pulsing and E&M supervision. Because of the TWLT requirements, this connection is only available from 1AESS, 5ESS, and DMS-100 switches. This interconnection is described in more detail in Bellcore Technical Reference GR-145-CORE.

1.2 Type 2A CMRS Interconnection To A Tandem

1.2.1 Type 2A CMRS Interconnection is a 56 Kbps Tandem Interconnection between Pacific's Access Tandem Switch and Carrier's MSC. The parameters of this Interconnection shall be in accordance with the address and supervision protocols described in Bellcore Technical Reference GR-145-CORE.

1.2.2 The Type 2A Trunk is a trunk side one- or two-way connection between Carrier's MSC and Pacific's Access Tandem Switch. The Type 2A CMRS Interconnection can be used to exchange traffic to and from end offices that subtend Pacific's Tandem Switch or IXCs that directly interconnect to Pacific's Tandem Switch. Subject to Paragraph 1.2.3. below, Ancillary traffic from Carrier (*i.e.*, Operator Services, 411, 611, 911, SAC Codes, and 976) must be forwarded to a separate Type 1 End Office Trunk Group. Type 2A connections are digital four-wire circuits that may use MF or CCS signaling. Where MF signaling is used, only wink start operation is permitted to control the address pulsing. Carrier shall return Answer Supervision on messages received over the Type 2A trunk, with the exception of Intercept Recordings. Further information regarding Type 2A interconnection is available in Bellcore Technical Reference GR-145-CORE.

1.2.3 Type 2A CMRS Interconnection Facilities shall be superframe with Alternate Mark Inversion Line Code and Superframe Format Framing ("AMI") at the DS-1 level, or such higher transmission levels as the Parties may agree, according to mutual forecasts and sound engineering practice.

1.2.4 If the Parties are able to develop the technical capability to route, measure, bill, and verify certain Ancillary Services (directory assistance, SAC Codes, Switched Access, 611, and 976) over Type 2A Facilities during the

term of this Agreement, the Parties shall meet and agree upon a process to implement the routing of Ancillary Services traffic over Type 2A trunks, and shall agree to amend this contract.

1.3 Type 2B CMRS Interconnection To An End Office

1.3.1 Type 2B CMRS Interconnection is a one-way 56 Kbps or 64 Clear Channel capable mobile-to-land End Office CMRS Interconnection for traffic between Carrier's MSC and Pacific's end office for calls to numbers residing within the interconnected End Office Switch. All calls exchanged over a Type 2B trunk group shall be in accordance with the requirements contained in Bellcore GR-145-CORE.

1.3.2 Type 2B CMRS Interconnection Facilities may be superframe or extended superframe at the DS-1 level, or such higher transmission levels as the Parties may agree, according to mutual forecasts and sound engineering practice.

1.3.3 Type 2B CMRS Interconnection cannot be used to access third-party carriers or Ancillary Services. Additional information on Type 2B trunks can be found in Bellcore Technical Reference GR-145-CORE.

1.3.4 Carrier may request the Type 2B CMRS Interconnection Trunk Group to be arranged for high usage traffic with overflow to the Type 2A Tandem Connecting Trunk Group or as a "direct final" with no traffic overflow. Overflow traffic forwarded to a Type 2A trunk group will be rated at Type 2A usage rates.

1.3.5 If Pacific develops the capability to provide two-way transmission over Type 2B trunks during the term of this Agreement, the Parties shall meet and agree upon a process to convert existing one-way CMRS Interconnection Trunk Groups to two-way trunks. Implementation and conversion of existing Type 2B trunks shall comply with Section 2.1.3. of the General Terms and Conditions of this Agreement and industry standards.

2. SPECIAL ACCESS CONNECTIONS

Various Special Access transport and multiplexing services are available for Carrier's use for CMRS Interconnection under this Agreement and for the provision of Carrier's service to its Customers. The terms, conditions, regulations, rates, and charges for Special Access are set forth in Pacific's Tariff Schedule Cal. PUC No. 175-T, Section 7. Carrier also may choose Special Access services that are not offered under Schedule Cal. PUC 175-T if they are otherwise available under Pacific's interstate tariffs (*i.e.*, FCC 128-T), in which case the terms, conditions, regulations, rates, and charges contained in the applicable tariff shall apply.

3. DESCRIPTION OF CMRS INTERCONNECTION SERVICE ELEMENTS

3.1 Direct Inward Dial (DID) Telephone Numbers

3.1.1 Description. DID numbers are available for use only with Type 1 CMRS Interconnection on DID and TSMT trunks. DID numbers are available in blocks of 100 telephone numbers, with the numbers residing in a Pacific End Office Switch. The numbers are used by Carrier for assignment to its Customers and by Pacific to route calls to Carrier's MSC. Conditions and terms limiting the use of DID station numbers include:

a. Cellular Carrier must provide an announcement on vacant DID station or stations not in use in accordance with Section 3.5 of the General Terms and Conditions of this Agreement.

b. A DID station number cannot be removed from a 100 block group to provide non-DID service.

3.2 Dedicated NXX Code

3.2.1 Description. A Dedicated NXX Code is a complete prefix and its associated 10,000 numbers assigned to Carrier. When used in conjunction with a Type 1 CMRS Interconnection, a Dedicated NXX Code is optional for DID, or TSMT Trunks. A Dedicated NXX code is required for Type 2A CMRS Interconnection and will be required for a two-way Type 2B CMRS Interconnection. Each Dedicated NXX Code will be associated with a specific NPA code and, until Carrier homes its NXX Codes in its own network, a specific Pacific Tandem Switch. Carrier shall order Dedicated NXX Codes pursuant to ICCF Central Office Code Assignment Guidelines.

3.3 Analog Interface for Type 1 Trunk Side Message Trunk ("TSMT")

3.3.1 Description. This feature provides for only the signaling leads to be extended to the customer premise over analog cable pairs.

3.3.2 The Analog Interface feature is available only for use with a Type 1 TSMT trunk or trunk group.

3.4 Interoffice Mileage

3.4.1 Description. This feature can be purchased by Carrier when it uses Type 1 CMRS Interconnection with an analog interface to a Pacific End Office Switch other than the End Office Switch associated with Carrier's serving Wire Center. Interoffice mileage will apply to the airline miles measured from the V&H of the serving Wire Center where the Type 1 trunk interconnects to the V&H of the interconnecting Pacific End Office Switch.

3.5 Type 1 (DID and TSMT Trunk) Circuit Termination

3.5.1 Description. Circuit termination is a service feature which adds the interface capability between the trunk side of Pacific's switch to the line side, allowing the connectivity from the trunks to DID numbers.

3.5.2 Circuit Termination is required on Type 1 DID and TSMT CMRS Interconnection trunks using a DID Number configuration.

3.6 Operator Assistance

3.6.1 Access to Pacific's Operator Assistance is available only over Type 1 CMRS Interconnection trunks.

3.7 Directory Assistance

3.7.1 Access to the Pacific's Directory Assistance service is available over Type 1 CMRS Interconnection via 411 dialing or via Type 2A CMRS Interconnection via NPA 555-1212 dialing.

3.8 Class of Call Screening

3.8.1 Description. Where available, Pacific will make arrangements so that when a call comes to a Pacific Operator from the Carrier's network it is properly identified and displays the proper screening information required to bill for and complete the call. The screened call can be billed in one of three ways: by calling card, to a third number, or collect. Class of call screening will be provided to all numbers within Carrier's Dedicated NXX Code assigned to a location in Pacific's network or DID telephone number blocks unless Pacific is instructed by Carrier not to do so in a written document received prior to assignment of the DID or NXX number block. Carrier shall be responsible for payment of calls not properly billed to identifiable parties.

3.9 Billed Number Screening

3.9.1 Description. This feature prevents the billing of third party or collect calls to Carrier's telephone number in either a Dedicated NXX Code or DID Number block. This service will be provided to Carrier unless Carrier informs Pacific in writing that it does not want this option, and such written notice is received by Pacific prior to assignment of the DID or NXX number block. Carrier will be responsible for all third party or collect calls billed to its telephone numbers. Pacific will provide the screening instructions associated with Carrier 's telephone numbers for inquiries from carriers which have arrangements with Pacific to access the Pacific's Billed Number Screening database.

3.9.2 Depending on the call origination point, some calls may bypass the blocking system. Pacific offers no guarantee that all collect and/or third number billed calls will be blocked. Because of this limitation, the Cellular Carrier will be liable for these charges.

3.10 Call Blocking

3.10.1 Description. Call Blocking is available only with the Type 1 Dial Line Trunk CMRS Interconnection. Call Blocking allows Carrier to block calls from its customers to 900 and 976 services.

3.10.2 Carrier shall be responsible for all 900 and 976 charges made from Carrier's telephone numbers (Dedicated NXX Codes or DID numbers).

3.11 Pre-Conditioning Of DID Numbers (Type 1)

3.11.1 Description. Pre-Conditioning of DID Numbers is a requirement in the Pacific 1AESS switch if Carrier wants Delayed Call Forwarding ("DCF") to Carrier's DID Number blocks. Pacific will condition the switch to allow the DID Numbers to accept DCF. If Carrier should require that more than 20 numbers within a 100 number block be pre-conditioned, all additional numbers will be handled on an ICB basis.

3.12 Hunting Arrangements

3.12.1 Description. Type 1 CMRS Interconnection Dial Line Trunks may use a hunting arrangement.

ATTACHMENT II

to

**ENHANCED SPECIALIZED MOBILE RADIO
INTERCONNECTION AGREEMENT**

between

PACIFIC BELL (“PACIFIC”)

and

SMART SMR OF CALIFORNIA, INC. (“CARRIER”)

DATED: JUNE 26, 1997

BILATERAL AGREEMENT TEMPLATE/WORKSHEET

BILATERAL AGREEMENT TEMPLATE/WORKSHEET

ATTACHMENT II

WorkSheet Current As Of: _____

	Topic	Pacific Bell Reference(s)	Carrier Reference(s)	Notes/Status
1	Internetwork provisioning information and guidelines.			
2	SS7 & other critical internetwork compatibility testing.			
3	Special protocol implementation agreements.			
4	Diversity requirements.			
5	Installation, maintenance guidelines and responsibilities.			
6	Network security requirements.			
7	Performance standards and service level agreements.			
8	Specific versions/issues of protocol or interface specification.			
9	Maintenance procedures, including trouble reporting, status, etc.			
10	Internetwork trouble resolution and escalation procedures.			
11	In-depth root cause analysis of significant failures.			
12	Explicit forecasting information re: direct and subtending traffic.			
13	Explicit expectations regarding interoperability testing.			
14	Network management.			

ATTACHMENT II

	Topic	Pacific Bell Reference(s)	Carrier Reference(s)	Notes/Status
15	Operating procedures.			
16	Routing and screening administration.			
17	Synchronization design and Company-wide coordinator(s).			
18	Performance requirements.			
19	Responsibility assignment (testing, control, etc.).			
20	Information sharing for analysis and problem identification.			
21	Network transition and service rearrangement management.			
22	Calling Party Number privacy management.			
23	Traffic engineering design criteria and capacity management.			
24	Tones and announcements for unsuccessful call attempts.			
25	Mutual aid agreement(s).			
26	Emergency communications plan.			
27	Billing records data exchange.			
28	Pre-cutover internetwork trunk testing.			

ATTACHMENT III

to

**ENHANCED SPECIALIZED MOBILE RADIO
INTERCONNECTION AGREEMENT**

between

PACIFIC BELL ("PACIFIC")

and

SMART SMR OF CALIFORNIA, INC. ("CARRIER")

DATED: JUNE 26, 1997

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

ATTACHMENT III

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

Element/Service	Monthly Recurring or Usage Rate	Non-Recurring	
		Initial Unit	Additional Unit (per unit)
CMRS INTERCONNECTION SERVICE ELEMENTS			
DID Number Block (per 100 Numbers)	\$0.41	\$250.00	\$64.00
Type 1 (TMST) 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 IV

to

**ENHANCED SPECIALIZED MOBILE RADIO
INTERCONNECTION AGREEMENT**

between

PACIFIC BELL ("PACIFIC")

and

SMART SMR OF CALIFORNIA, INC. ("CARRIER")

DATED: JUNE 26, 1997

BILLING OPTIONS

I. WIDE AREA CALLING ("WAC") BILLING OPTION

A. Pacific's Wide Area Calling ("WAC") billing arrangement is an optional reverse billing arrangement in which Pacific does not charge its landline Customers the toll charges (for calls outside of the Pacific Customer's local calling area, as defined by the Commission and stated in Pacific's exchange tariff) they incur in calling Carrier's Customers, but, instead, charges Carrier usage rates as set forth herein. This option allows a Pacific 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.

B. Pacific and Carrier agree that WAC is a reverse billing arrangement, and is not a charge for the origination of traffic from Pacific to Carrier. Carrier represents that it

ATTACHMENT IV

has requested that Pacific offer this billing arrangement, and it hereby waives any rights it may have to receive this traffic without charge.

C. The WAC billing option applies only to Pacific toll charges. It does not apply to toll charges imposed by any other Telecommunications Carrier.

D. WAC is not available for calls from the following classes of services: coin, hotel/motel, inmate coin, hospital, charge-a-call or coin-operated pay telephone.

E. WAC is available by Dedicated NXX Codes only, and only one billing option may be applied per NXX code. Carrier must designate in writing the Dedicated NXX Codes that shall be reverse billed pursuant to WAC. Billing options may be changed with ninety (90) days advance written notice to Pacific.

F. All traffic forwarded over a single tandem trunk must carry identical billing options, regardless of direction. Carrier may forward multiple NXX codes over the same trunk only if identical billing options have been selected on all of the NXX codes. Pacific will not originate non-WAC traffic over WAC-designated trunks.

G. Until December 31, 1997, Pacific will bill and Carrier will pay the following charges for WAC calls:

\$0.03938 set-up per Completed Call, and

\$0.01094 Conversation Time per minute of use.

H. From January 1, 1998 until December 31, 1998, Pacific will bill and Carrier will pay the following charges for WAC calls:

\$0.05589 set-up per Completed Call, and

\$0.01512 Conversation Time per minute of use.

I. The Parties agree that, as of January 1, 1999, the WAC billing option will be discontinued. If Pacific provides the WAC billing option to another WSP ("Competing WSP") after December 31, 1998, and the Competing WSP provides wireless service in the same CGSA as Carrier, Pacific will make the WAC billing option available to Carrier on the same terms and conditions, including the same geographic area, that the billing option is available to the Competing WSP.

II. BLENDED USAGE AND TRANSPORT BILLING OPTION

A. Blended usage and transport is an optional billing arrangement in which Carrier pays a usage rate that includes charges for digital Facilities that Carrier purchases from Pacific within the usage rate paid by Carrier.

B. Blended usage and transport billing shall be available only for Type 2A CMRS Interconnection Trunk Group digital Facilities. Blended usage and transport shall only be available for point-to-point dedicated CMRS Interconnection Trunks and

ATTACHMENT IV

Trunk Groups. Carrier shall inform Pacific in writing which of its Type 2A Facilities are to be billed at a blended rate.

C. Non-recurring charges and all recurring trunk charges are not included in the Blended billing option. These charges shall be separately billed by Pacific and paid by Carrier.

D. Carrier must average no less than 8,000 minutes of use (133 Erlangs) per month, per Type 2A trunk, measured on a CGSA-wide basis.

E. Carrier may jointly perform a study of its traffic with Pacific to demonstrate that it meets the requirement contained in the preceding paragraph. In the event that Carrier does not perform a study jointly with Pacific, Pacific may, at Pacific's option, study Carrier's Type 2A trunks to determine Carrier's compliance with this requirement. The first study period shall be six (6) months from the Effective Date of this Agreement; subsequent studies shall be held annually thereafter.

F. The Blended Usage Rate, which shall be in addition to the Type 2A rates set forth in Section 3.1.1. of the General Terms and Conditions of this Agreement, shall be as follows:

\$0.0027 Conversation Time per minute of use.

G. Pacific shall determine what Facilities shall be provisioned for Carrier's use under the Blended Billing Option.

H. Carrier may elect to convert its blended Facilities by separately purchasing its CMRS interconnection facilities at any time during this Agreement.

ATTACHMENT V

to

**ENHANCED SPECIALIZED MOBILE RADIO
INTERCONNECTION AGREEMENT**

between

PACIFIC BELL ("PACIFIC")

and

SMART SMR OF CALIFORNIA, INC. ("CARRIER")

DATED: JUNE 26, 1997

INTERCONNECTION EQUATIONS

INTERCONNECTION EQUATIONS (MOBILE TO LAND)

I. TYPE 2A/LATA-WIDE TRUNK SIDE TANDEM INTERCONNECTION

(For calls delivered to a Tandem other than the Tandem that the terminating End Office subtends):

Set-up (per Completed Call): Local Switching Setup + Tandem Switching Setup

Duration (per MOU): Local Switching Duration + Tandem Switching Duration + Shared Transport (per MOU and per mile, measured per-call) *

II. TYPE 2A/TRUNK SIDE TANDEM INTERCONNECTION AT EACH TANDEM IN A LATA

(For calls delivered to the Tandem that the terminating End Office subtends):

Set-up (per Completed Call): Local Switching Setup + Tandem Switching Setup

Duration (per MOU): Local Switching Duration + Tandem Switching Duration + Common Transport (per MOU and per mile, measured per call)

III. TYPE 2B/END OFFICE - TO - MSC TRUNK SIDE INTERCONNECTION

Set-up (per Completed Call): Local Switching Setup

Duration (per MOU): Local Switching Duration

These usage equations shall become effective after final order of the Commission in its OANAD proceeding as set forth in the General Terms and Conditions of this Agreement.

* The Parties agree that Shared Transport, which shall be equal to Common Transport plus an additional two-tenths (0.2) Tandem Switching, shall be applied on each call exchanged from Carrier to Pacific to a Pacific Tandem Switch other than the Tandem Switch that the terminating End Office Switch subtends. In the event that the Commission does not adopt a rate for Shared Transport in its final order in the OANAD proceeding, the Parties agree that the applicable rate shall include Common Transport and an additional two-tenths (0.2) of the Tandem Switching rates.

AMENDMENT
TO THE CMRS INTERCONNECTION AGREEMENT
BETWEEN
SBC PACIFIC BELL TELEPHONE COMPANY AND
SMART SMR

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

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

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

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

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

Attachment A:

California CMRS Interconnection

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

- I. The adjusted reciprocal compensation rates, which include Switching Recurring UNE Rates as element rates, are set forth in Attachment A to this Amendment and incorporated herein by this reference, and shall hereby replace the reciprocal compensation rates, including monthly Recurring UNE Rate of Switching, in the underlying Agreement, subject to the other terms and conditions set forth herein. Such reciprocal compensation rates are interim, subject to true-up, pending the Commission's decision on final rates, as more specifically set forth in Paragraph II below.
- II. The interim reciprocal compensation rates, which include Switching Recurring UNE Rates as element rates, set forth in Attachment A will automatically terminate and be replaced with readjusted reciprocal compensation rates that are calculated based on the final Switching Recurring UNE Rates as of the effective date of a final decision by the Commission approving final Switching Recurring UNE Rates in CPUC Proceeding No. A. 01-02-024/A.01-02-035, *et. seq* (the Commission's UNE Reexamination proceeding for Pacific Bell Telephone Company), subject to any appeals and associated review. Upon the Commission's establishment of final Switching Recurring UNE Rates in Commission Proceeding No. A.01-02-024 *et. seq.*, the interim reciprocal compensation rates set forth in Attachment A shall be subject to retroactive true-up back to September 19, 2002.
- III. In accordance with the Decision, SBC California will calculate the appropriate billing adjustments owed to or by Carrier from the Decision Effective Date, back to the Rate Effective Date for the Reciprocal Compensation Rates which include Switching Recurring Rates as element rates, and will ensure that those adjustments are reflected on SBC California's bills within sixty (60) days of the Decision Effective Date.
- IV. To the extent any Switching Recurring Rates utilized in the underlying Agreement differ from the Switching Recurring UNE rates on which the new Recurring Switching UNE Rates in D. 03-07-023 were based, the rate(s) set forth in the Agreement shall continue to apply without change.
- V. In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, its rights under the United States Supreme Court's opinion in *Verizon v. FCC, et al*, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002); the FCC's Triennial Review Order, adopted on February 20, 2003; and/or the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).
- VI. The Parties acknowledge and agree that the rates set forth in this Amendment are each legitimately related to, conditioned on, and in consideration for, every other term and condition in this Amendment.
- VII. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- VIII. This Amendment shall be filed with and shall be subject to approval by the Commission and shall become effective as to Carrier and SBC California on the Amendment Effective Date; provided, however, as to Carrier and SBC California, the rates contained herein shall be applied in accordance with Paragraphs I-III above, subject to Footnote 1, where applicable).

Attachment A:**California CMRS Interconnection**

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

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

September 9, 2003

U 1001 C
Advice Letter No. 24090A

Public Utilities Commission of the State of California

On August 11, 2003, SBC California filed Advice Letter No. 24090 in compliance with Ordering Paragraph 2 of Decision 03-07-023

This supplement is now being issued to:

Delete the word "IDSL" after the Recurring Rate for the Digital - 1.544 MBPS (DS1) Link and add the word "IDSL" after ISDN Option in Appendix A, page 1.

Add an asterisk after "IDSL" and add a footnote at the bottom of the page to state "The IDSL rates are calculated by adding the interim 2-Wire Analog (Basic) Loop rates to the ISDN Option rates" in Appendix A, page 1.

Delete the asterisks after the rates for Digital DS1 Copper - Initial (Manual/Fax-Complex), Digital DS1 Copper - Initial (Cesar/Fax-Complex); Digital DS1 Copper - Initial (Mechanized), Digital DS1 Copper - Additional (Manual/Fax-Complex) Digital DS1 Copper - Additional (Cesar/Fax-Complex); Digital DS1 Copper - Additional (Mechanized) in Appendix B, page 7.

Delete the footnote at the bottom of the page which states "*** Includes 2-Wire Digital Loop ISDN/IDSL" in Appendix B, page 7.

Add two asterisks each after the rates for ISDN Link - Initial (Manual/Fax-Complex), ISDN Link - Initial (Cesar/Fax-Complex); ISDN Link - Initial (Mechanized), ISDN Link - Additional (Manual/Fax-Complex) ISDN Link - Additional (Cesar/Fax-Complex); ISDN Link - Additional (Mechanized) in Appendix B, page 7.

Add a footnote stating "***This rate also applies to 2-Wire Digital Loop ISDN/IDSL" to Appendix B, page 7.

Correct the amendment numbers for the following carriers:

AT&T Broadband	Amendment No. 4
Brooks Fiber Communications	Amendment No. 3
Creative Interconnect Communications, LLC	Amendment No. 8
ICG Telecom Group, Inc.	Amendment No. 11

In compliance with G.O. 96-A, copies of this supplement are being mailed to all LECs and to other interested parties requesting such notification. Also in compliance, we are mailing copies to parties on the service list for Resolution ALJ-181, R.93-04-003/I.93-04-002/R.95-04-043/I.95-04-044 (service list attached). We are also mailing a copy to each customer named in the Amendment (address list attached). In addition, we are sending an e-mail copy to parties as requested. This supplement with attachments may be viewed on SBC California's Web-Site <https://net.sbc.com/calreg/>. If there are any questions regarding distribution, call 415-542-3350.

Yours truly,

SBC California

(Signature on File)

Executive Director

Attachments

Appendix A Adopted Rates

<u>Link</u>	<u>Adopted UNE Price</u> ¹	<u>Interim Discount</u> ²	<u>Interim UNE Price</u> ³
Basic or Assured Link (2-wire), xDSL	\$ 11.57	15.1%	\$ 9.82
Zone 1	\$ 9.71	15.1%	\$ 8.24
Zone 2	\$ 13.17	15.1%	\$ 11.19
Zone 3	\$ 23.19	15.1%	\$ 19.69
PBX Trunk Option	\$ 2.21		
Zone 1	\$ 2.26		
Zone 2	\$ 2.19		
Zone 3	\$ 1.89		
Coin Option	\$ 2.98		
Zone 1	\$ 3.04		
Zone 2	\$ 2.95		
Zone 3	\$ 2.54		
ISDN Option, IDSL *	\$ 4.51		
Zone 1	\$ 4.37		
Zone 2	\$ 4.73		
Zone 3	\$ 5.05		
Digital - 1.544 Mbps (DS1)	\$ 93.91		
Zone 1	\$ 89.68		
Zone 2	\$ 97.78		
Zone 3	\$ 119.40		
4-Wire - Link, xDSL	\$ 36.27		
Zone 1	\$ 32.62		
Zone 2	\$ 39.46		
Zone 3	\$ 58.93		
4-Wire - CO Facility Interface Connection	\$ 15.15		
<u>Entrance Facilities</u>			
Voice Grade (2W)	\$ 22.75		
Voice Grade (4W)	\$ 45.49		
DS1	\$ 152.57		
DS3	\$ 1,865.32		
DS3 (w/o equip)	\$ 733.47		
<u>Multiplexing</u>			
DS0/DS1	\$ 259.83		
DS1/DS3	\$ 292.69		
<u>Digital Cross Connect System (DCS) - Multiplexing</u>			
DS0/DS1 per channel	\$ 10.83		
DS1/DS3 per channel	\$ 10.45		

¹ These prices reflect a 21% shared and common cost markup and a 13% decrease in the expense portion of the recurring cost, in compliance with D.02-09-049. The rates in this column apply unless an interim discount was adopted in D.02-05-042 or D.02-09-052.

² Interim Discounts as adopted in D.02-05-042 and D.02-09-052, where applicable.

³ The rates in this column apply to those UNEs for which an interim discount was adopted.

*The IDSL rates are calculated by adding the interim 2-Wire Analog (Basic) Loop rates to the interim ISDN Option rates.

**AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a SBC CALIFORNIA
AND
SMART SMR D/B/A NEXTEL COMMUNICATIONS**

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

WHEREAS, on September 23, 2004, the California Public Utilities Commission ("CPUC") issued D.04-09-063 ("Decision") adopting certain final monthly recurring rates for network elements;

WHEREAS, the only rates in the Agreement impacted by the Decision are the rates set forth in Attachment 1 to this Amendment;

WHEREAS, the CPUC Rates adopted in the Decision are effective as of September 23, 2004 ("Rate Effective Date");

WHEREAS, the Decision orders SBC California to file amendments to all interconnection agreements between itself and other carriers to replace the existing rates in the Agreement with the final CPUC Rates set forth on Attachment 1 to this Amendment;

WHEREAS, the Decision orders SBC California to make all billing adjustments necessary to reflect the CPUC Rates as set forth on Attachment 1 to this Amendment on SBC California's bills within sixty (60) days of the Rate Effective Date;

WHEREAS, pursuant to its prior decisions in D.02-05-042 and D.02-09-052, the CPUC established certain interim monthly recurring rates;

WHEREAS, pursuant to D.03-07-23, the CPUC modified certain UNE rates, including the interim monthly recurring rates effective as of September 19, 2002;

WHEREAS, the Decision orders SBC California to adjust any interim monthly recurring rates Carrier was billed and paid to SBC California under its Agreement as a result of the CPUC's prior decisions in D.02-05-042, D.02-09-052 and D.03-07-23 ("Prior Decisions") to reflect the final CPUC Rates and calculate any billing adjustments within ninety (90) days of the Rate Effective Date; and

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

NOW, THEREFORE, the Parties agree as follows:

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

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

- I. The recurring CPUC Rates in Attachment 1 hereby replace and supersede the corresponding monthly recurring rates in the underlying Agreement, subject to the other terms and conditions set forth herein. These CPUC Rates are effective on the Rate Effective Date.
- II. All rates in the Agreement that not changed by Attachment 1 remain unchanged. The Parties understand and agree that the CPUC Rates are being incorporated into the Agreement solely to effectuate the rate changes ordered in the Decision.
- III. In accordance with Ordering Paragraph 3 of the Decision, SBC California shall make all billing adjustments within sixty (60) days from the Rate Effective Date necessary to ensure the Rate Effective Date is reflected on Carrier's bills on a prospective basis as to any corresponding rates Carrier was billed and paid to SBC California under the Agreement. By implementing the billing adjustments neither Party waives, but instead expressly reserves, in addition to rights reserved in Paragraphs VI and VII, below, all of its rights, remedies, and arguments with respect to the FCC's *Order and Notice of Proposed Rulemaking, In the Matter of Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 04-313, CC Docket No. 01-338, FCC 04-179 (rel. Aug. 20, 2004).
- IV. In accordance with Ordering Paragraph 4 of the Decision, within ninety (90) days of the Rate Effective Date, SBC California will calculate the appropriate billing adjustments owed to or by Carrier, if any, from the Rate Effective Date back to the dates of the Prior Decisions to replace any interim rates Carrier was billed and paid to SBC California under its Agreement.
- V. The rates in this Amendment only apply to the extent such network element(s), product(s) and/or service(s) are required by the terms of this Agreement. To the extent the underlying Agreement does not contain terms and conditions associated with the network element(s), product(s) and/or service(s) listed on Attachment 1 to this Amendment, this Amendment, which concerns only rates, creates no right to order such network element(s), product(s) and/or service(s), as it does not provide Carrier with the necessary terms and conditions to enable Carrier to obtain and/or order such network element(s), product(s) and/or service(s). Specifically, without limitation, if this Agreement or any Amendments provide that a network element(s), product(s) or service(s) is no longer required or is subject to being no longer required, the rates in this Amendment shall not apply, nor shall the inclusion of the rates in this Amendment create a right to the network element(s), product(s) or service(s) inconsistent with the Agreement, including any Amendments. Rather, Carrier must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such network element(s), product(s) and/or service(s) that SBC California is required to offer under Section 251(c)(3) of the Federal Telecommunications Act, as set forth in applicable FCC rules in effect at the time Carrier seeks such amendment.
- VI. This Amendment does not in any way prohibit, limit, or otherwise affect either Party from taking any position with respect to the Decision or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the Decision or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.
- VII. In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC*, et. al, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

- VIII. The Parties acknowledge and agree that each CPUC Rate set forth on Attachment 1 to this Amendment is legitimately related to the associated individual interconnection, network element and service arrangements contained in the Agreement.
- IX. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.
- X. This Amendment shall be filed with and shall be subject to approval by the Commission and shall become effective the later of: (i) the date the Agreement became effective between Carrier and SBC California; or (ii) the Amendment Effective Date; provided, however, as to Carrier and SBC California, the rates contained herein shall be applied in accordance with Paragraphs I-V above, subject to Footnote 2, where applicable.

Attachment 1:

California CMRS Interconnection

Type 2A		
	Setup	\$0.003034
	Duration	\$0.003393
Type 2B		
	Setup	\$0.001472
	Duration	\$0.001382
Type 1		
	Setup	\$0.004208
	Duration	\$0.005759
Type 2A LATA Wide /1/		
	Setup	\$0.003240
	Duration	\$0.003658
Transiting		
	Setup	\$0.001562
	Duration	\$0.000461

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

/2/ The rates in this Amendment only apply to the extent such network element(s), product(s) and/or service(s) are required by the terms of this Agreement. To the extent the underlying Agreement does not contain terms and conditions associated with the network element(s), product(s) and/or service(s) listed on Attachment 1 to this Amendment, this Amendment, which concerns only rates, creates no right to order such network element(s), product(s) and/or service(s), as it does not provide Carrier with the necessary terms and conditions to enable Carrier to obtain and/or order such network element(s), product(s) and/or service(s). Specifically, without limitation, if this Agreement or any Amendments provide that a network element(s), product(s) or service(s) is no longer required or is subject to being no longer required, the rates in this Amendment shall not apply, nor shall the inclusion of the rates in this Amendment create a right to the network element(s), product(s) or service(s) inconsistent with the Agreement, including any Amendments. Rather, Carrier must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such network element(s), product(s) and/or service(s) that SBC California is required to offer under Section 251(c)(3) of the Federal Telecommunications Act, as set forth in applicable FCC rules in effect at the time Carrier seeks such amendment.

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

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

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

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

- I. Within ninety (90) days of the March 17, 2005, SBC California will make all billing system adjustments for those CPUC Rates in Attachment 1 necessary to ensure the Rate Effective Dates are reflected on Carrier's bills on a prospective basis as to any corresponding rates Carrier was billed and paid to SBC California under the Agreement. By implementing the billing adjustments neither Party waives, but instead expressly reserves, in addition to rights reserved in Paragraphs IV and V, below, all of its rights, remedies, and arguments with respect to the FCC's Order on Remand (FCC 04-290), *In the Matter of Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 04-313, CC Docket No. 01-338, FCC 04-179 ("TRO Remand Order") (rel. Feb. 4, 2005).
- III. To the extent the parties have agreed to any rate(s) in their underlying Agreement that differ(s) from the rates in D. 03-07-023 and D. 04-09-063, the rate(s) set forth in the Agreement shall continue to apply without change.
- IV. The rates in this Amendment only apply to the extent such network element(s), product(s) and/or service(s) are required by the terms of this Agreement. To the extent the underlying Agreement does not contain terms and conditions associated with the network element(s), product(s) and/or service(s) listed on Attachment 1 to this Amendment, this Amendment, which concerns only rates, creates no right to order such network element(s), product(s) and/or service(s), as it does not provide Carrier with the necessary terms and conditions to enable Carrier to obtain and/or order such network element(s), product(s) and/or service(s). Specifically, without limitation, if this Agreement or any Amendments provide that a network element(s), product(s) or service(s) is no longer required or is subject to being no longer required, the rates in this Amendment shall not apply, nor shall the inclusion of the rates in this Amendment create a right to the network element(s), product(s) or service(s) inconsistent with the Agreement, including any Amendments. Rather, Carrier must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such network element(s), product(s) and/or service(s) that SBC California is required to offer under Section 251(c)(3) of the Federal Telecommunications Act, as set forth in applicable FCC rules in effect at the time Carrier seeks such amendment.
- V. This Amendment does not in any way prohibit, limit, or otherwise affect either Party from taking any position with respect to the Decision or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the Decision or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.
- VI. In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).
- VII. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.

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

Attachment A

California CMRS Interconnection

Type 2A		
	Setup	\$0.002984
	Duration	\$0.003358
Type 2B		
	Setup	\$0.001448
	Duration	\$0.001360
Type 1		
	Setup	\$0.004139
	Duration	\$0.005702
Type 2A LATA Wide /1/		
	Setup	\$0.003187
	Duration	\$0.003622
Transiting		
	Setup	\$0.001536
	Duration	\$0.000453

- /1/ Type 2A LATA Wide rates are only offered to those Wireless Carriers that have Type 2A LATA Wide rates in their current wireless agreement.
- /2/ The rates in this Amendment only apply to the extent such network element(s), product(s) and/or service(s) are required by the terms of this Agreement. To the extent the underlying Agreement does not contain terms and conditions associated with the network element(s), product(s) and/or service(s) listed on Attachment 1 to this Amendment, this Amendment, which concerns only rates, creates no right to order such network element(s), product(s) and/or service(s), as it does not provide Carrier with the necessary terms and conditions to enable Carrier to obtain and/or order such network element(s), product(s) and/or service(s). Specifically, without limitation, if this Agreement or any Amendments provide that a network element(s), product(s) or service(s) is no longer required or is subject to being no longer required, the rates in this Amendment shall not apply, nor shall the inclusion of the rates in this Amendment create a right to the network element(s), product(s) or service(s) inconsistent with the Agreement, including any Amendments. Rather, Carrier must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such network element(s), product(s) and/or service(s) that SBC California is required to offer under Section 251(c)(3) of the Federal Telecommunications Act, as set forth in applicable FCC rules in effect at the time Carrier seeks such amendment.

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

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

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

- III. Within ninety (90) days of May 26, 2005, SBC California will make all billing system changes necessary to ensure the Rate Effective Dates are reflected on CARRIER's bills on a prospective basis as to any corresponding rates CARRIER was billed and paid to SBC California under the Agreement.
- IV. The rates in this Amendment only apply to the extent such network element(s), product(s) and/or service(s) are required by the terms of this Agreement. To the extent the underlying Agreement does not contain terms and conditions associated with the network element(s), product(s) and/or service(s) listed on Attachments 1 and 2 to this Amendment, this Amendment, which concerns only rates, creates no right to order such network element(s), product(s) and/or service(s), as it does not provide CARRIER with the necessary terms and conditions to enable CARRIER to obtain and/or order such network element(s), product(s) and/or service(s). Specifically, without limitation, if this Agreement or any Amendments provide that a network element(s), product(s) or service(s) is no longer required or is subject to being no longer required, the rates in this Amendment shall not apply, nor shall the inclusion of the rates in this Amendment create a right to the network element(s), product(s) or service(s) inconsistent with the Agreement, including any Amendments. Rather, CARRIER must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such network element(s), product(s) and/or service(s) that SBC California is required to offer under Section 251(c)(3) of the Federal Telecommunications Act, as set forth in applicable FCC rules in effect at the time CARRIER seeks such amendment.
- V. This Amendment does not in any way prohibit, limit, or otherwise affect either Party from taking any position with respect to the Decision or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the Decision or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.
- VI. In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).
- VII. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.
- VIII. This Amendment shall be filed with and shall be subject to approval by the Commission and shall become effective the later of: (i) the date the Agreement became effective between CARRIER and SBC California or (ii) the Amendment Effective Date.

Attachment A
California CMRS Interconnection

Type 2A		
	Setup	\$0.002077
	Duration	\$0.003358
Type 2B		
	Setup	\$0.001448
	Duration	\$0.001360
Type 1		
	Setup	\$0.003268
	Duration	\$0.005702
Type 2A LATA Wide /1/		
	Setup	\$0.002160
	Duration	\$0.003622
Transiting		
	Setup	\$0.000629
	Duration	\$0.000453

- /1/ Type 2A LATA Wide rates are only offered to those Wireless Carriers that have Type 2A LATA Wide rates in their current wireless agreement.
- /2/ The rates in this Amendment only apply to the extent such network element(s), product(s) and/or service(s) are required by the terms of this Agreement. To the extent the underlying Agreement does not contain terms and conditions associated with the network element(s), product(s) and/or service(s) listed on Attachment 1 to this Amendment, this Amendment, which concerns only rates, creates no right to order such network element(s), product(s) and/or service(s), as it does not provide Carrier with the necessary terms and conditions to enable Carrier to obtain and/or order such network element(s), product(s) and/or service(s). Specifically, without limitation, if this Agreement or any Amendments provide that a network element(s), product(s) or service(s) is no longer required or is subject to being no longer required, the rates in this Amendment shall not apply, nor shall the inclusion of the rates in this Amendment create a right to the network element(s), product(s) or service(s) inconsistent with the Agreement, including any Amendments. Rather, Carrier must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such network element(s), product(s) and/or service(s) that SBC California is required to offer under Section 251(c)(3) of the Federal Telecommunications Act, as set forth in applicable FCC rules in effect at the time Carrier seeks such amendment.