

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

Dated as of October 28, 1999

by and between

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

and

AirTouch Cellular, Inc.

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

This Agreement, dated October 28, 1999 ("Effective Date") is by and between Ameritech Information Industry Services, a division of Ameritech Services, Inc., a Delaware Corporation with offices at 350 North Orleans, Third Floor, Chicago, Illinois 60654 on behalf of Ameritech Michigan ("Ameritech") and AirTouch Cellular, Inc. with offices at 5175 Emerald Parkway, Dublin, Ohio, 43017 ("Carrier").

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

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

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

WHEREAS, Ameritech and Carrier are Parties to an agreement known as the "Agreement For Reciprocal Compensation For CMRS Local Calling In Michigan" dated December 18, 1996 ("Prior Agreement") and intend this Agreement to supersede and replace the Prior Agreement.

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

1.0 DEFINITIONS

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

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

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

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

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

“Affiliate” is As Defined in the Act.

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

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

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

“Calling Party Pays Traffic” means calls made in connection with a service where a caller to a cellular or paging subscriber agrees to pay the charges for the call. Typically, an announcement is played giving the caller the option to accept the charges or to end the call without incurring charges.

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

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

“CDT” – Carrier Dedicated Trunk

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

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

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

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

“Commission” means the Michigan Public Service Commission

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

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

“Effective Date” is as defined in the Preamble.

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

“FCC” means the Federal Communications Commission.

“ILEC” - As Defined in the Act.

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

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

“Interconnection” - As Defined in the Act.

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

“Interexchange Traffic” – As Defined in The Act.

“InterLATA” - As Defined in the Act.

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

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

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

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

“Loss” or “Losses” means any and all losses, costs (including court costs), claims, damages (including fines, penalties and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorney’s fees).

“MECAB” refers to the Multiple Exchange Carrier Access Billing (MECAB) document prepared by the Billing Committee of the Ordering and Billing Forum (OBF) which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document published by Bellcore as Special Report SR-BDS-000983 contains the recommended guidelines for the billing of an access service provided by two or more LECs, or by one LEC in two or more states within a single LATA.

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

“Mobile Switching Center” (MSC) - A CMRS switch that provides concentration, distribution and switching functions for originating and terminating CMRS traffic and interconnecting to Ameritech trunks. Included are remote switching modules and remote switching systems served by a host office.

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

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

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

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

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

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

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

“Premises” - As Defined in the Act.

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

“Rate Effective Date” is as defined in Section 6.3.

“Reciprocal Compensation” is As Defined in the Act.

“Reverse Billing” means an optional billing service offered by Ameritech to CMRS providers under which, the CMRS provider is charged a per minute rate for calls to its customers and the calling party is not charged for the call.

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

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

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

“Telecommunications” is As Defined in the Act.

“Telecommunications Carrier” is As Defined in the Act.

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

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

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

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

“UNE” – Unbundled Network Element

“UNE Rate Element” – As defined and specified in the then current Ameritech, Michigan Bell Telephone Company Tariff M.P.S.C. No. 20R, Part 19, or its replacement.

2.0 INTERPRETATION AND CONSTRUCTION

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

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

- 3.1 Scope. This Section 3 describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Local Traffic and Access Traffic between the Parties' respective Customers. Section 3 also describes other services offered by Ameritech to establish such Interconnection. Nothing in this Agreement shall require Ameritech to transport traffic across a LATA boundary.
- 3.2 Interconnection Points and Methods
 - 3.2.1 Generally. Pursuant to Section 251(c)(2) of the Act, Carrier and Ameritech shall interconnect their networks at Ameritech's Central Office Switches and Carrier's Mobile Switching Centers for the transmission and routing of Local Traffic and Access Traffic within a LATA. Ameritech will provide to Carrier those services and other arrangements (collectively, Services) described herein which are necessary to establish the physical connection and interchange of traffic in connection with Carrier's services.
 - 3.2.2 Facilities. Interconnection shall be accomplished through Type 2 or Type 1 Facilities. Type 1 Facilities shall be Mobile-to-Land only. Any trunk facilities used for Interconnection provided by Ameritech will be provided at the rates set forth by Ameritech's UNE Rate Elements.
 - 3.2.3 Type 2 Facilities. Ameritech will provide Type 2A and Type 2B Facilities, at the rates set forth by Ameritech's UNE Rate Elements, at the Carrier's option for the purpose of interchanging calls between Customers of Ameritech and Customers of the Carrier.
 - 3.2.4 Type 1 Facilities. Ameritech will provide Type 1 Facilities for Mobile-to-Land calls only, pursuant to tariff, for the purpose of interchanging calls between customers of Carrier and customers of Ameritech. Type 1 Facilities in the Land to Mobile direction which are in place as of the Effective Date of this Agreement may remain in place throughout the term of this Agreement, provided, however, that Ameritech shall not be obligated to provision additional Land to Mobile Type 1 Facilities to Carrier at any location where such facilities are not currently in place.
 - 3.2.5 Ordering and Maintenance. Parties shall follow the ordering options, standard intervals, maintenance, joint testing, and repair

standards set forth in Ameritech's intrastate Access Tariff, M.P.S.C. No. 20, Part 14, Section 6.

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

3.2.7 Points of Interconnection.

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

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

3.2.9 Billing. Nonrecurring and recurring rates for Type 1 and Type 2 Facilities are set forth by Ameritech's UNE Rate Elements, pending the establishment of TSLRIC-based rates.

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

3.4 Signaling

- 3.4.1 Type 1 Facilities are provided with multifrequency ("MF") trunk signaling protocols as described in GR-145-CORE.
- 3.4.2 CCIS signaling for Type 2 Interconnection shall be used by the Parties to set up calls between the Parties' networks. Carrier shall connect with Ameritech for CCIS directly or through a third party provider.

3.4.3 The following publications describe the practices, procedures and specifications generally utilized by Ameritech for signaling purposes and are listed herein to assist the Parties in meeting their respective Interconnection responsibilities related to signaling (but are not intended to exclude other pertinent publications):

- (1) Bellcore Special Report SR-TSV-002275, BOC Notes on the LEC Networks - Signaling.
- (2) Ameritech Supplement AM-TR-OAT-000069, Common Channel Signaling Network Interface Specifications.

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

3.5 CCIS/SS7 Billing. Ameritech and Carrier shall provide CCIS signaling. Carrier shall pay for such CCIS signaling in the Mobile-to-Land direction as set forth in Ameritech's UNE Rate Elements and Ameritech shall pay Carrier for such CCIS signaling in the Land-to-Mobile direction at the same rates.

4.0 TRANSMISSION AND ROUTING OF LOCAL TRAFFIC.

- 4.1 Scope of Traffic. This Section 4 prescribes parameters for trunk groups (the "Local Trunks") to be used for the Interconnection described in Section 3 for the transmission and routing of Local Traffic between the Parties' respective Customers.
- 4.2 Trunk Group Architecture and Traffic Routing. The Parties shall jointly engineer and configure Local Trunks over the physical Interconnection arrangements as follows:

4.2.2 Type 2

- (a) Local Trunks shall be configured via one-way trunk groups or as two-way trunk groups, where mutually agreed to by

the Parties. No Party shall terminate Access Traffic over the Local Trunks.

- (b) Each Carrier MSC shall be directly trunked to each Ameritech Tandem in each LATA for traffic in the Mobile-to-Land direction and in the Land-to-Mobile direction. Ameritech shall not be required to perform double tandem switching on a call which Ameritech transports and terminates.
- (c) Only those NXX codes served by an End Office may be accessed through a direct connection to that End Office.
- (d) When used in the Mobile-to-Land direction, the Type 2A Facility may also be used to transport Information Services Traffic to Ameritech.
- (e) Traffic routed in the Mobile-to-Land direction must be routed through the Ameritech Tandem that directly serves the Ameritech End Office serving the applicable NXX code encompassing the called party number.

4.2.3 Type 1

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

4.3 Traffic Measurement. Within one hundred eight (180) days of the Effective Date of this Agreement, Carrier shall install actual measurement capability to record traffic which terminates to it. Such actual measurement capability shall provide a level of detail which separately identifies billed minutes of use by NPA, NXX and OCN, or by the CLLI code of the originating switch. Until such capability is installed, Carrier shall bill Ameritech accordingly to the following formula: [minutes of use billed to Carrier by Ameritech for mobile-to-land traffic] x 100 ÷ (.83 x .17).

4.4 Measurement and Billing.

4.4.1 For billing purposes for Type 2, each Party shall pass Calling Party Number (CPN) information on each call carried over the Local Trunks.

5.0 TRANSMISSION AND ROUTING OF ACCESS TRAFFIC.

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

5.2 Trunk Group Architecture and Traffic Routing.

5.2.1 Except as provided for in Section 5.2.4, Access Trunks shall be used solely for the transmission and routing of Access Traffic to allow the Carrier's Customers to connect to or be connected to the Interexchange trunks of any Interexchange Carrier which is connected to Ameritech's Tandem.

5.2.2 The Access Trunks shall be one-way trunks (or, where mutually agreed upon, two-way trunks) connecting an MSC with an Ameritech Access Tandem utilized to route Access Traffic within a given LATA.

5.2.3 The Parties shall jointly determine which Ameritech access Tandem(s) will be directly trunked to each Carrier MSC for Access Traffic. Except as otherwise agreed by the Parties, Ameritech shall allow each Carrier MSC to directly trunk to the Access Tandem nearest to that MSC and shall not require that a single Carrier MSC directly trunk to multiple access Tandems, even in those cases where such MSC serves multiple Rate Centers.

5.2.4 When used in the Mobile-to-Land direction, Type 2A Facilities may be provided to an Ameritech Tandem to transport calls from Carrier's premises to an IXC's Switched Access Feature Group D service at the same Tandem. This arrangement requires a separate Type 2 trunk group. Carrier has provided Ameritech with documentation of a business agreement between Carrier and each such IXC for the delivery of such calls. Carrier will also provide to Ameritech, using industry standard data record formats, recordings of all calls (both completed calls and attempts) to IXCs from the Carrier premises using the Type 2A service.

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

(a) Pursuant to the procedures described in Multiple Exchange Carrier Access Billing (the "MECAB") document SR-BDS-000983, Issue 6, dated February, 1998, the Parties shall provide to each other the

switched Access Detail Usage Data and the Switched Access Summary Usage Data to bill for jointly provided switched access service such as switched access Feature Groups B and D. If the procedures in the MECAB document are amended or modified, the Parties shall implement such amended or modified procedures within a reasonable period of time. The Parties agree to provide this data to each other at no charge.

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

5.3.1 Data Format and Data Transfer.

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

(e) If Switched Access Summary Usage Data is not submitted to Ameritech in a timely fashion or if it is not in proper format as previously defined and if as a result Ameritech is delayed in billing the IXC, late payment charges will be payable by Carrier to Ameritech. Late payment charges will be calculated on the total amount of late access usage charges at the rate of .000493% per day (annual percentage rate of eighteen percent (18%)) compounded daily for the number of days late. Excluded from this provision will be any detailed usage records not provided by Ameritech in a timely fashion.

5.3.2 Errors or Loss of Access Usage Data.

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

6.0 RECIPROCAL COMPENSATION

- 6.1 Subject to the limitations set forth below, Ameritech shall compensate Carrier for the transport and termination of Land to Mobile Local Telecommunications Traffic originated on Ameritech's network and Carrier shall compensate Ameritech for the transport and termination of Mobile to Land Local Telecommunications Traffic originated on Carrier's wireless network. The rates for reciprocal compensation are set forth in Attachment A.

6.2 For purposes of defining Local Telecommunications Traffic under this Agreement, the origination point and the termination point on Ameritech's network shall be the End Office Switch serving the calling or called party. The origination point and the termination point on Carrier's network shall be the cell site or base station which services the calling or called party at the time the calls begins.

6.3 Ameritech shall expeditiously file this Agreement with the Commission and both Parties shall diligently pursue its approval. The rates set forth in Attachments A and B shall become effective on the day this Agreement is approved by the Commission under Section 252 of the Act ("Rate Effective Date").

6.4 Reciprocal Compensation shall not apply to:

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

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

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

For Mobile-to-Land calls over Type 2A and Type 2B facilities, the measurement of minutes of use begins when the terminating Ameritech entry switch receives answer supervision from the terminating end user's End Office Switch, indicating the terminating end user has answered. The measurement of Mobile-to-Land call usage ends when the terminating

entry switch receives disconnect supervision from either the terminating end user's end office, indicating the terminating end user has disconnected, or the customer's point of termination, whichever is recognized first by the entry switch.

- 6.6 Mobile to Land Traffic which is not subject to Reciprocal Compensation under this Agreement shall continue to be charged at the rates set forth in the applicable tariff.
- 6.7 Ameritech is not providing to Carrier Type 1 Service in the Land to Mobile direction and Carrier shall not order such service from Ameritech. Carrier may order Type 1 Service in the Mobile to Land direction, and Mobile to Land Type 1 Service shall be provided at the then-existing applicable tariffed rates, terms and conditions.
- 6.8 For purposes of this Agreement, the Parties agree that one percent (1%) of the traffic between their networks in each direction is InterMTA traffic.

7.0 SPECIALIZED TRAFFIC

7.1 Transit Service.

- 7.1.1 Although Ameritech maintains that it is not required under the Telecommunications Act of 1996, Ameritech will provide Transit Service to Carrier on the terms and conditions set forth in this Section 7.0.
- 7.1.2 Definition. Transit Service means the delivery by Ameritech of Local Telecommunications Traffic originated from Carrier to a third party LEC, ILEC, or CMRS provider.
- 7.1.3 Terms and Conditions
 - (a) Transit Service will be provided only at Ameritech's Tandem switches.
 - (b) Carrier acknowledges that it is a Carrier's responsibility to enter into arrangements with each third party LEC, ILEC, or CMRS provider for the exchange of Transit Service to and from Carrier.
 - (c) Carrier acknowledges that Ameritech has no responsibility to pay any third party LEC, ILEC, or CMRS provider charges for termination of any Transit Service from Carrier.

Ameritech reserves the right to not pay such charges on behalf of Carrier.

- (d) Carrier acknowledges that Ameritech has no responsibility to pay Carrier for traffic which originates from a third party LEC, ILEC or CMRS provider and which Ameritech transports to Carrier.

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

- (a) Carrier shall pay Ameritech for transit traffic that Carrier delivers to Ameritech at the rate specified in Attachment B.
- (b) As of the Effective Date of this Agreement Ameritech is not paying any third party LEC, ILEC or CMRS provider for terminating traffic originated by Carrier, and Ameritech has no present intention to do so. If Ameritech is obligated by regulatory authority to pay such charges, Carrier shall pay Ameritech: (i) those charges or costs, including any switched access charges, which such terminating third party LEC, ILEC or CMRS provider levied on Ameritech for the termination of the transited traffic; and (ii) Ameritech's billing and collection costs associated with billing Carrier for those third party charges not to exceed seven percent (7%) of the billed amount. Nothing in this Agreement requires Ameritech to pay third party carriers on Carrier's behalf.
- (c) Except as described in the formula in Section 4.3, Carrier shall not default bill Ameritech for unidentified traffic terminating to Carrier, unless otherwise provided for in this Agreement.
- (d) While the Parties agree that it is the responsibility of each third party LEC, ILEC or CMRS provider to enter into arrangements to deliver Transit Traffic to Carrier, they acknowledge that such arrangements are not currently in place and an interim arrangement is necessary to ensure traffic completion. Accordingly, until the date on which Carrier has entered into an arrangement with such third party LEC, ILEC or CMRS provider to deliver Transit Traffic to Carrier, Ameritech will deliver and Carrier will terminate Transit Traffic originated from such third party

LEC, ILEC or CMRS provider without charge to one another.

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

7.2 Toll Carrier Arrangements.

Where Ameritech delivers to Carrier toll traffic which Ameritech carries pursuant to a Commission's Primary Toll Carrier Plan or similar plan, Ameritech shall pay to Carrier Carrier's applicable rates. Payment to Carrier will be based on billing records provided to Ameritech by the Secondary ILEC. No payments shall be made by Ameritech on any Reverse Billing traffic.

7.3 900/976 Traffic.

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

7.4 Calling Party Pays Traffic.

Carrier will be responsible for the charges for Calling Party Pays Traffic originated by its Customers and directed to other CMRS customers. However, Carrier will have no obligation to offer such CMRS-originated Calling Party Pays service. Upon request, Ameritech will provide Carrier rated billing information for such calls.

8.0 TRUNKING

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

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

(a) a trunk group for traffic from Carrier to Ameritech for Local and intraLATA calls; and

- (b) a trunk group for traffic from Carrier to Ameritech for calls routed to an Interexchange Carrier.
- 8.1.2 Ameritech shall be responsible for provisioning (and shall bear all costs of) a separate trunk group between its network and Carrier's MSCs for Local Ameritech-originated Land-to-Mobile traffic.
- 8.1.3 Where Ameritech and Carrier mutually agree to maintain a two-way trunk group, the cost of such provision shall be mutually shared based on the percentage of traffic carried over that two-way trunk group by each of the parties.
- 8.1.4 Where Carrier has purchased high bandwidth facilities for multiple uses, Carrier will make available these facilities, for trunking and Interconnection, to Ameritech. Carrier will charge Ameritech at the rate Ameritech is charging Carrier for the Interconnection and trunking facilities portion of these high bandwidth facilities based upon each party's proportionate use.
- 8.1.5 Where Carrier has purchased high bandwidth facilities for multiple use, if Ameritech chooses to install duplicative facilities, Ameritech will assume the full cost of such duplicative facilities. Such facilities must not degrade the quality of the Carrier's high bandwidth facilities.

8.2 NXN Rating Plan

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

to Mobile traffic between the tandem and its premises.

(c) Flexible rating of NXX codes is made available in consideration of the withdrawal of Reverse Billing. If Reverse Billing continues to be available to Carrier for any reason, and if Reverse Billing is used by Carrier, flexible rating of NXX codes shall not be provided to Carrier.

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

8.2.3 Reverse Billing

Reverse Billing shall not be available to Carrier unless it is made available to other CMRS providers which compete with Carrier within a geographic area within the state of Michigan. In such case, Reverse Billing shall be made available to Carrier on non-discriminatory terms.

8.3 Reports. Carrier may purchase the Type 2 Transit Traffic Distribution Report-Mobile-to-Land. A report showing traffic originating on Carrier's network and transiting through Ameritech for termination by LECs, ILECs or other CMRS providers.

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

9.0 TERM AND TERMINATION

- 9.1 The initial term of this Agreement shall be two (2) years (the "Initial Term") which shall commence on the Effective Date. At the end of the Initial Term, this Agreement shall automatically renew for one (1) year periods ("Renewal Term"), absent the receipt by one Party of written notice from the other Party at least one hundred twenty (120) days prior to the expiration of the Initial Term or at any time during any a Renewal Term to the effect that such Party elects not to renew or continue this Agreement.
- 9.2 Notwithstanding the foregoing, upon delivery of written notice at least one hundred twenty (120) days prior to the expiration of the Initial Term or any Renewal Term, either party may require negotiations of the rates, prices

and charges, terms and conditions of the services to be provided under this Agreement effective upon such expiration. If the Parties are unable to satisfactorily negotiate such new rates, prices, charges and terms within ninety (90) days of such written notice, either party may petition the appropriate regulatory agency or take such other action as may be necessary to establish appropriate terms. If the Parties are unable to mutually agree on such new rates, prices, charges and terms or the appropriate regulatory agency does not issue its order prior to the applicable expiration date, the Parties agree that the rates, terms and conditions ultimately ordered by such appropriate regulatory agency or negotiated by the Parties will be effective retroactive to such expiration date. Until such time as the appropriate regulatory agency issues its order, the rates, terms and conditions of this Agreement shall control.

- 9.3 **Default.** When a party believes that the other party is in violation of a term or condition of this Agreement ("Defaulting Party"), it will provide written notice to such Defaulting Party of such violation prior to commencing the dispute resolution procedures set forth in Section 29.0.
- 9.4 **Payment Upon Expiration or Termination.** In the case of the expiration or termination of this Agreement for any reason, each of the Parties will be entitled to payment for all services performed and expenses accrued or incurred prior to such expiration or termination.

10.0 BILLING AND PAYMENT

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

billed to the other Party ("Unbilled Charges"); provided, however, that, except as provided in the Disputes Section, the billing Party shall not bill for Unbilled Charges which were incurred more than two (2) years prior to the date that the billing Party transmits a bill for any Unbilled Charges.

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

11.0 GENERAL RESPONSIBILITIES OF THE PARTIES

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

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

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

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

receives in that standard format to the proper address on its network. Such facility shall be designed based upon the description and forecasts provided under Sections 11.1, 11.2 and, if applicable, 11.3. The Parties are each solely responsible for participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan.

11.5 Network Management

- 11.5.1 Parties will agree to follow network management standards set forth in Ameritech's intrastate Access Tariff, MPSC Tariff No. 20. Each party will cooperate to employ characteristics and methods of operation that will minimize interference with or impairment of the service of any facilities of the other or any third parties connected with the network of the other.
- 11.5.2 Each Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward the other Party's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.
- 11.5.3 The Parties shall cooperate and share preplanning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on each Party's network.
- 11.5.4 Neither Party shall use any Services provided in this Agreement in any manner that interferes impairs the quality of service to other carriers or to either Party's Customers, causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing equipment (individually and collectively, a "Network Harm"). If a Network Harm shall occur or if a Party reasonably determines that a Network Harm is imminent, such Party shall, where practicable, notify the other Party that temporary discontinuance or refusal of service may be required: provided, however, wherever prior notice is not practicable, such Party may temporarily discontinue or refuse service forthwith, if such action is reasonable under the circumstances. In case of such temporary discontinuance or refusal, such Party shall:
 - (a) Promptly notify the other Party of such temporary

discontinuance or refusal;

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

11.5.5 Carrier and Ameritech shall work cooperatively to install and maintain a reliable network. Carrier and Ameritech shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government and such other information as the Parties shall mutually agree) to achieve this desired reliability.

- 11.6 Sole Responsibility. Each Party is solely responsible for the Services it provides to its Customers and to other Telecommunications Carriers.
- 11.7 Fraud. The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.
- 11.8 NXX Codes. Each Party is responsible for administering NXX codes assigned to it.
- 11.9 LERG Listings. Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of Common Language Location Identification ("CLLI") codes assigned to its switches. Each Party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide all required information to Bellcore for maintaining the LERG in a timely manner.
- 11.10 Systems Update. Each Party shall program and update its own systems to recognize and route traffic to and from the other Party's assigned NXX codes. Except as mutually agreed or as otherwise expressly defined in this Agreement, neither Party shall impose any fees or charges on the other Party for such activities.
- 11.11 Insurance. At all times during the term of this Agreement, each Party shall keep and maintain in force at that Party's expense all insurance required by law, general liability insurance and worker's compensation insurance. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a

program of self-insurance).

11.12 **STPs.** Each Party is responsible for interconnecting to the other Party's CCIS network, where SS7 signaling on the network group is desired. Each Party shall connect to a pair of access STPs that service each LATA where traffic will be exchanged using a direct connection to the STPs serving the desired LATA, through designated Ameritech State Gateway STP or through a third party provider which is connected to the other Party's signaling network.

12.0 INDEMNIFICATION

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

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

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

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

12.3 Indemnification Procedures. Whenever a claim shall arise for indemnification under this Section, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except the extent that such failure prejudices the Indemnifying Party's ability to defend such claim. The Indemnifying Party shall have the right to defend against such liability or assertion in which event the Indemnifying Party shall give, within ninety (90) days of its receipt of a request to defend same, written notice to the Indemnified Party of acceptance of the defense of such claim and the identity of counsel selected by the Indemnifying Party. Until such time as the Indemnifying Party provides such written notice of acceptance of the defense of such claim, the Indemnifying Party shall defend such claim, subject to any right to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such claim. The Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such claims subject to consultation with the Indemnified Party. The Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement. At any time, an Indemnified Party shall have the right to refuse a compromise or settlement and, at such refusing Party's cost, to take over such defense; provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnified Party against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnified Party shall be entitled to participate with the Indemnifying Party in such defense if the claim requests equitable relief or other relief that could affect the rights of the Indemnified Party and all shall be entitled to employ separate counsel for such defense at such Indemnified Party's expense. If the Indemnifying Party does not accept the defense of any indemnified claim as provided above, the relevant Indemnified Party shall

have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such claim and the relevant records of each Party shall be available to the other Party with respect to any such defense.

13.0 LIMITATION OF LIABILITY

- 13.1 Each Party shall be responsible only for service(s) and facility(ies) which are provided by that Party, its authorized agents, subcontractors, or others retained by such parties, and neither Party shall bear any responsibility for the services and facilities provided by the other Party, its agents, subcontractors, or others retained by such parties. No Party shall be liable for any act or omission of another Telecommunications Carrier (other than Affiliate) providing a portion of a service.
- 13.2 Except for indemnity obligations under this Agreement, each Party's liability to the other Party for any Loss relating to or arising out of any negligent act or omission in its performance of this Agreement, whether in contract, tort, or otherwise, shall be limited to the total amount that is or would have been charged to the other Party by such negligent or breaching Party for the service(s) or function(s) not performed or improperly performed.
- 13.3 In no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including but not limited to loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages; provided, that the foregoing shall not limit a Party's obligation under Section 10.0 to indemnify, defend and hold the other Party harmless against any amounts payable to a third party, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorney's fees) and Consequential Damages of such third party.
- 13.4 Each Party shall provide in its tariffs and contracts with its Customers that relate to any Telecommunications Service provided or contemplated under this Agreement that in no case shall such Party or any of its suppliers, contractors or others retained by such Party be liable to any Customer or third party for (i) any Loss relating to or arising out of the provision of the Telecommunications Service, whether in contract, tort, or otherwise that exceeds the amount such Party would have charged the applicable Customer for the service(s) or function(s) that give rise to such Loss and (ii) any Consequential Damages (as defined in this Agreement.)

14.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, OR AN APPLICABLE TARIFF, IF ANY, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE.

15.0 REGULATORY APPROVAL

- 15.1 Commission Approval. Carrier understands that Ameritech will file this Agreement with the Commission and it may thereafter be filed with the FCC. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252 of the Act without modification. If the Commission or the FCC rejects any portion of this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion; provided that such rejected portion shall not affect the validity of the remainder of this Agreement. The Parties acknowledge that nothing in this Agreement nor its filing with any regulatory agency shall limit a Party's ability, independent of such Party's agreement to support and participate in the approval of this Agreement, to assert public policy issues relating to the Act.
- 15.2 Regulatory Changes. If any final and nonappealable legislative, regulatory, judicial or other legal action materially affects the ability of a Party to perform any material obligation under this Agreement, a Party may, on thirty (30) days' written notice (delivered not later than thirty (30) days' following the date on which such action has become legally binding and has otherwise become final and nonappealable) to the other Party require that the affected provision(s) be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new provision(s) as may be required; provided that such affected provisions shall not affect the validity of the remainder of this Agreement.

16.0 AUTHORIZATION

- 16.1 Ameritech Information Industry Services, a division of Ameritech Services, Inc., is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder on behalf of Ameritech Michigan.
- 16.2 AirTouch Cellular, Inc., is a duly organized corporation, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

17.0 COMPLIANCE

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

18.0 INDEPENDENT CONTRACTOR

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

19.0 FORCE MAJEURE

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

20.0 CONFIDENTIALITY

- 20.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and

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

- 20.2 If any Receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may then either seek appropriate protective relief from all or part of such requirement or, if it fails to successfully do so, it shall be deemed to have waived the Receiving Party's compliance with this Section with respect to all or part of such requirement. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to obtain.
- 20.3 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.

21.0 GOVERNING LAW

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

22.0 TAXES

- 22.1 Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees, surcharges penalties or interest ("Taxes") levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such Taxes) and neither shall be responsible for any Tax on the other Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide said resale exemption certificate will result in no exemption being available to the purchasing Party for any charges invoiced prior to the date such exemption certificate is furnished.
- 22.2 If any taxing authority seeks to collect any such Tax that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such Tax, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery. If it is ultimately determined that any additional amount of such a Tax is due to the imposing tax authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon. Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any Tax, interest and penalties thereon, or other charges or payable expenses (including reasonable attorneys fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest

of any such Tax. Each Party shall notify the other party in writing of any assessment, proposed assessment or other claim for any additional amount of such a Tax by taxing authority; such notice to be provided, if possible, at least twenty (20) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than ten (10) days after receipt of such assessment, proposed assessment or claim.

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

23.0 NON-ASSIGNMENT

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

24.0 NON-WAIVER

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

25.0 AMENDMENT OR OTHER CHANGES TO THE ACT

The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date. In the event of any amendment of the Communications Act of 1934, as amended by the Telecommunications Act of 1996, or any legislative, regulatory, judicial order, rule or regulation or other legal action that revises or reverses the Act, the FCC's First Report and Order in CC Docket Nos. 96-98 and 95-185 or any applicable Commission order or arbitration award purporting to apply the provisions of the Act ("Amendment to the Act"), either Party may, by providing written notice to the other Party require that the affected provisions be renegotiated in good faith and that this Agreement be amended to reflect the pricing, terms and conditions of each such Amendment to the Act. If any regulatory order, judicial order, rule or regulation affects any rates or charges of the services provided hereunder, e.g., by authorizing new rates or by establishing a new methodology by which rates are calculated, such new rates shall be effective upon the effective date of the regulatory order, judicial order, rule or regulation.

26.0 PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS

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

27.0 NOTICES

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

To Carrier:

AirTouch Cellular, Inc.
5175 Emerald Parkway
Dublin, Ohio 43017
Attn: Vice President of Network Service

With a copy to:

AirTouch Cellular, Inc.
2889 Oak Road MS-1025
Walnut Creek, California 94596
Attn: Legal Department

To Ameritech:

Ameritech Information Industry Services
350 North Orleans
Fifth Floor
Chicago, Illinois 60654
Attn: Vice President and General Counsel

with a copy to:

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

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

28.0 JOINT WORK PRODUCT

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

29.0 NO THIRD PARTY BENEFICIARIES: DISCLAIMER OF AGENCY

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

30.0 SURVIVAL

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

31.0 DISPUTES

31.1 Disputed Amounts

31.1.1 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall within sixty (60) days of its receipt of the invoice containing such disputed amount give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item, provided, however, that a failure to provide such notice by that date shall not preclude a Party from subsequently challenging billed charges. The Non-Paying Party shall pay when due (i) all undisputed amounts to the Billing Party and (ii) all Disputed Amounts into an interest bearing escrow account with a third party escrow agent mutually agreed upon by the Parties. Notwithstanding the foregoing, a Party shall be entitled to dispute only those charges for which the Bill Due Date was within the immediately preceding twelve (12) months of the date on which the other Party received notice of such Disputed Amounts.

31.1.2 If the Parties are unable to resolve the issues related to the

Disputed Amounts in the normal course of business within sixty (60) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

- 31.1.3 If the Parties are unable to resolve issues related to the Disputed Amounts within forty-five (45) days after that Parties' appointment of designated representatives pursuant to Section 31.1.2, then either Party may file a complaint with the Commission or FCC to resolve such issues or proceed with any other remedy pursuant to law or equity. The Commission or the FCC may direct release of any or all funds (including any accrued interest) in the escrow account, plus applicable late fees, to be paid to either Party.
- 31.1.4 The Parties agree that all negotiations pursuant to this Section shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.
- 31.1.5 Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the rates set forth in Section 8.1.

31.2 Dispute Escalation and Resolutions

Except as otherwise provided herein, any dispute, controversy or claim (individually and collectively, a "Dispute") arising under this Agreement shall be resolved in accordance with the procedures set forth in this Section 31.2. In the event of a Dispute between the Parties relating to this Agreement and upon the written request of either Party, each of the Parties shall appoint a designated representative who has authority to settle the Dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Dispute and negotiate in good faith in an effort to resolve such Dispute. The specific format for such discussions will be left to the discretion of the designated representatives; however, all reasonable

requests for relevant information made by one Party to the other Party shall be honored. If the Parties are unable to resolve issues related to a Dispute within thirty (30) days after the Parties' appointment of designated representatives as set forth above, a Party may (i) bring an action in an appropriate Federal district court, (ii) file a complaint with the FCC pursuant to Section 207 or 208 of the Act, (iii) seek a declaratory ruling from the FCC, (iv) file a complaint in accordance with the rules, guidelines and regulations of the Commission or (v) seek other relief under applicable law.

32.0 PRIOR AGREEMENT

There is currently in effect an "Agreement For Reciprocal Compensation For CMRS Local Calling in Michigan" dated December 17, 1996 between Ameritech Michigan and AirTouch Cellular, Inc., as amended ("Prior Agreement"). The Prior Agreement shall remain in full force and effect until this Agreement is approved by the Commission, at which time the rates in this Agreement shall go into effect and the Prior Agreement shall automatically terminate and shall be superseded by this Agreement.

33.0 ENTIRE AGREEMENT

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

[Signature Page Follows]

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

AirTouch Cellular, Inc.

By: Ken Van

Date: 10/29/99

Title: VP Network Services

Ameritech Information Industry Services, a division of Ameritech Services, Inc., on behalf of Ameritech Michigan

By: Rich Soder

Date: 11-4-99

Title: President

Attachment A
Reciprocal Compensation Rates

Switching and Shared Transport

Each party shall pay the other the following rates for the transport and termination of traffic on its respective network:

	<u>Per Minute Of Use</u>
End Office Switching:	\$0.004053
Tandem Switching:	\$0.000698
Tandem Transport:	\$0.000260
	<u>Per Minute/Per Mile</u>
Tandem Transport Facility Mileage: (Distance measured from Ameritech Tandem to end office)	\$0.000006

Signaling

Both Ameritech and Carrier will pay each other at the same rates as referenced in Ameritech's tariff, M.P.S.C. NO. 20R, PART 19 - Unbundled Network Elements and Number Portability, Section 9 – Access to SS7

	Monthly Rate	Usage Charge
Signal Transfer Point, per port	\$254.79	

IAM Terminating Signals

Signal Switching, per ISUP message	\$0.000121
Signal Transport, per ISUP message	\$0.000046
Signal Formulation, per ISUP message	\$0.000699
Signal Tandem Switching, per ISUP message	\$0.000207

Attachment B

Transit Traffic Charges

Calls originating on Carrier's network and terminating to another carrier's network and transiting Ameritech's network	Per Minute of Use
	\$0.004346

Attachment C

Report Charges

Type 2 Transit Traffic Report Mobile-to-Land
per report, per ACNA, per State, per month \$100.00

Additional Copies no charge

Attachment D

Type 2 Transit Traffic Report

Mobile-to-Land

Telecommunications Carrier	MOU
General Tel	2,575
Century	16.597
Deerfield Farmers	75.996
Spring-CENTEL	467.260
Lennon	35.746

Customer ACNA _____
Year/Month _____
State _____

AMENDMENT _____
TO INTERCONNECTION AGREEMENT
FOR A WIRELESS SYSTEM

by and between

MICHIGAN BELL TELEPHONE COMPANY
D/B/A AMERITECH MICHIGAN

AND

VOICESTREAM WIRELESS CORPORATION

This Amendment is entered into this _____ day of _____, 2002 by and between Michigan Bell Telephone Company d/b/a Ameritech Michigan ("Ameritech Michigan") and VoiceStream Wireless Corporation ("Carrier") (collectively, the "Parties").

WHEREAS, Ameritech Michigan and Carrier (collectively, the "Parties") have entered into an Agreement known as "Interconnection Agreement for a Wireless System by and between VoiceStream Wireless Corporation and Michigan Bell Telephone Company d/b/a Ameritech Michigan" ("Interconnection Agreement"); and

WHEREAS, the Parties desire to amend, as set forth herein, the Interconnection Agreement, which is being filed for approval contemporaneously herewith;

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

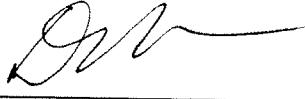
1. Add Appendix-911 (Wireless).
2. Except as modified herein, the Agreement remains unchanged and the parties reaffirm the terms and provisions thereof as supplemented by this Amendment.
3. In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC*, 535 U.S. ____ (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, No. 00-101 (May 24, 2002); the FCC's Order *In the Matter of the Local Competition Provisions of the*

Telecommunications Act of 1996, (FCC 99-370) (rel. November 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000) in CC Docket 96-98; or the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68 (the "ISP Intercarrier Compensation Order") (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002). Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. In addition to fully reserving its other rights, Ameritech Illinois reserves its right to exercise its option at any time in the future to invoke the Intervening Law or Change of Law provisions in the Agreement and to adopt on a date specified by Ameritech Illinois 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. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party. In such event, the Parties shall have sixty (60) days from the effective date of the order to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the effective date of the order, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement

4. This Amendment shall become effective upon approval by the Commission.
5. This Amendment may be executed in multiple counterparts, each of which shall be considered an original and together shall constitute one document.

In witness whereof each Party has caused this Amendment to be executed by its duly authorized representative.

VoiceStream Wireless Corporation

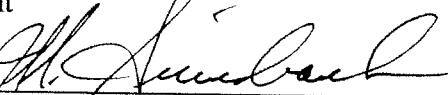
BY: 

Title: David A. Miller
Senior Vice President and General Counsel
(Print or Type)

Name: _____

Date: 8/30/02

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

By: 

Title: President-Industry Markets
(Print or Type)

Name: Mike Aulinbauh

Date: SEP 12 2002

APPENDIX – WIRELESS EMERGENCY NUMBER SERVICE ACCESS (E9-1-1)**1. INTRODUCTION**

- 1.1 This Appendix sets forth terms and conditions for Wireless Emergency Number Service Access provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and Carrier.
- 1.2 Wireless Emergency Number Service Access (“ENSA”) is a service which enables Carrier’s use of **SBC-13STATE** 911 network service elements which **SBC-13STATE** uses in the provision of E911 Universal Emergency Number/ 911 Telecommunications Services, where **SBC-13STATE** is the 911 service provider. E911 Authority purchases Universal Emergency Number/911 Telecommunications Service from **SBC-13STATE**. Wireless ENSA makes available to Carrier only the service configuration purchased by the E911 Authority from **SBC-13STATE**. **SBC-13STATE** shall provide Wireless ENSA to Carrier as described in this Appendix, in each area in which (i) Carrier is authorized to provide CMRS and (ii) **SBC-13STATE** is the 911 service provider. The Federal Communications Commission has, in FCC Docket 94-102, ordered that providers of CMRS make available to their end users certain E9-1-1 services, and has established clear and certain deadlines and by which said service must be available. Wireless ENSA is compatible with Carrier’s Phase I and Phase II E911 obligations.
- 1.3 **SBC-13STATE** and Carrier agree that the E911 service is provided for the use of the E911 Authority, and recognize the authority of the E911 Authority to establish service configurations and grant final approval (or denial) of service configurations or modifications offered by **SBC-13STATE** and Carrier.
- 1.4 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.5 As used herein, **SBC-13STATE** means the applicable above listed ILEC doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.6 The prices at which **SBC-13STATE** agrees to provide Carrier with E911 Service are contained in the applicable Appendix Pricing and/or the applicable State Access Services tariff where stated.

2. DEFINITIONS

2.1 **"911 Call(s)"** means a call made by an Carrier's Wireless End User by dialing "911" (and, as necessary, pressing the "Send" or analogous transmitting button) on a Wireless Handset.

2.2 **"Alternate PSAP"** means a Public Safety Answering Point (PSAP) designated to receive calls when the primary PSAP is unable to do so.

2.3 **"Automatic Location Identification"** or **"ALI"** means the necessary location data stored in the 911 Selective Routing/ALI Database, which is sufficient to identify the tower and/or face from which a wireless call originates.

2.4 **"Automatic Location Identification Database"** or **"ALI Database"** means the emergency service (E911) database containing caller information. Caller information may include, but is not limited to, the carrier name, Call Back Number, and Cell Site/Sector Information.

2.5 **"Automatic Number Identification"** or **"ANI"** means a signaling parameter that refers to the number transmitted through a network identifying a pANI. With respect to 911 and E911, "ANI" means a feature by which the pANI is automatically forwarded to the 911 Selective Routing Switch and to the PSAP's Customer Premise Equipment (CPE) for display.

2.6 **"Call Back Number"** means the Mobile Identification Number (MIN) or Mobile Directory Number (MDN), whichever is applicable, of a Carrier's Wireless End User who has made a 911 Call, which may be used by the PSAP to call back the Carrier's Wireless End User if a 911 Call is disconnected, to the extent that it is a valid, dialable number.

2.7 **"Call path Associated Signaling"** or **"CAS"** means a wireless 9-1-1 solution set that utilizes the voice transmission path to also deliver the Mobile Directory Number (MDN) and the caller's location to the PSAP.

2.8 **"CAMA"** means Centralized Automatic Message Accounting (MF signaling parameter).

2.9 **“Cell Sector”** means a geographic area defined by Carrier (according to Carrier’s own radio frequency coverage data), and consisting of a certain portion or all of the total coverage area of a Cell Site.

2.10 **“Cell Sector Identifier”** means the unique alpha or alpha-numeric designation given to a Cell Sector that identifies that Cell Sector.

2.11 **“Cell Site/Sector Information”** means information that indicates to the receiver of the information the Cell Site location receiving a 911 Call made by a Carrier’s Wireless End User, and which may also include additional information regarding a Cell Sector.

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

2.13 **“Company Identifier”** or **“Company ID”** means a three to five (3 to 5) character identifier chosen by the Carrier that distinguishes the entity providing dial tone to the End User. The Company ID is maintained by NENA in a nationally accessible database.

2.14 **“Database Management System”** or **“DBMS”** means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or ALI for 911 systems.

2.15 **“Designated PSAP”** means the PSAP designated to receive a 911 Call based upon the geographic location of the Cell Site. A “Default PSAP” is the PSAP designated to receive a 911 Call in the event the Selective Router is unable to determine the Designated PSAP. The Alternate PSAP is the PSAP that may receive a 911 Call in the event the Designated PSAP is unable to receive the 911 call.

2.16 **“E911 Authority”** means a municipality or other State or Local government unit, or an authorized agent of one or more municipalities or other State or Local government units to whom authority has been lawfully as the administrative entity to manage a public emergency telephone system for emergency police, fire, and emergency medical services through the use of one telephone number, 911.

2.17 **“E911 Service”** means the functionality to route wireless 911 calls and the associated caller and/or location data of the wireless end user to the appropriate Public Safety Answering Point.

2.18 **“E911 Trunk”** means one-way terminating circuits which provide a trunk-side connection between Carrier's MSC and **SBC-13STATE** 911 Tandem equipped to provide access to 911 services as technically defined in Telcordia Technical Reference GR145-CORE.

2.19 **“E911 Universal Emergency Number Service”** (also referred to as “Expanded 911 Service” or “Enhanced 911 Service”) or **“E911 Service”** means a telephone exchange communications service whereby a PSAP answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunks and includes ANI, ALI, and/or Selective Routing (SR).

2.20 **“Emergency Services”** means police, fire, ambulance, rescue, and medical services.

2.21 **“Emergency Service Number”** or **“ESN”** means a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific geographical area within a particular cell site and/or cell sector coverage area of an emergency service zone. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency(ies).

2.22 **“Emergency Service Routing Digits”** or **“ESRD”** is a digit string that uniquely identifies a base station, cell site, or sector that may be used to route emergency calls through the network in other than an NCAS environment.

2.23 **“Emergency Service Routing Key”** or **“ESRK”** is a 10 digit routable, but not necessarily dialable, number that is used not only for routing but also as a correlator, or key, for the mating of data that is provided to the PSAP (a.k.a. 911 Center) by different paths, such as via the voice path and ALI data path in an NCAS environment.

2.24 **“Hybrid”** means a wireless 9-1-1 solution set that utilizes one transmission path to deliver the voice and Mobile Directory Number (MDN) to the PSAP and a separate transmission path to deliver the callers location information to the PSAP.

2.25 **“Meet Point”** means the demarcation between the **SBC-13STATE** network and the Carrier network.

2.26 **“Mobile Directory Number”** or **“MDN”** means a 10-digit dialable directory number used to call a Wireless Handset.

2.27 **“Mobile Identification Number”** or **“MIN”** means a 10-digit number assigned to and stored in a Wireless Handset.

2.28 **“National Emergency Number Association”** or **“NENA”** means the not-for-profit corporation established in 1982 to further the goal of “One Nation-One Number”. NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.

2.29 **“Public Safety Answering Point”** or **“PSAP”** means an answering location for 911 calls originating in a given area. The E911 Authority may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.

2.30 **“Pseudo Automatic Number Identification (pANI)”** is a 10-digit telephone number used to support routing of wireless 911 calls. It is used to identify the Cell site and/or cell sector from which the call originates, and is used to link the ALI record with the caller’s MDN.

2.31 **“Selective Routing”** or **“SR”** means an E911 feature that routes an E911 call from a 911 Selective Routing Switch to the designated Primary PSAP based upon the pANI associated with the originating cell site and/or cell sector.

2.32 **“Wireless Handset”** means the wireless equipment used by a wireless end user to originate wireless calls or to receive wireless calls.

3. **SBC-13STATE RESPONSIBILITIES**

3.1 **SBC-13STATE** shall provide and maintain such equipment at the E911 SR and the DBMS as is necessary to perform the E911 services set forth herein when **SBC-13STATE** is the 911 service provider. **SBC-13STATE** shall provide 911 Service to Carrier in areas where Carrier is licensed to provide service and **SBC-13STATE** is the 911 service provider. This shall include the following:

3.2 **Call Routing**

3.2.1 Carrier will transport 911 calls from each Carrier MSC to the SR office of the E911 system, where **SBC-13STATE** is the 911 network service provider.

3.2.2 **SBC-13STATE** will switch 911 calls through the SR to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP. Alternate PSAPs not subscribing to the appropriate wireless service shall not receive all features associated with the primary wireless PSAP.

3.2.3 **SBC-13STATE** will forward the Call Back Number it receives from Carrier and the associated 911 Address Location Identification (ALI) to the PSAP for display, where **SBC-13STATE** is the ALI Database Provider.

3.3 Facilities and Trunking

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

3.3.2 After receiving Carrier's order, **SBC-13STATE** will provide, and Carrier agrees to pay for, transport facilities required for 911 trunk termination.. Except as provided in Section 8.1, transport facilities shall be governed by the applicable **SBC-13STATE** access tariff. Additionally, when Carrier requests diverse facilities, **SBC-13STATE** will provide such diversity where technically feasible, at standard tariff rates.

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

3.3.4 **SBC-13STATE** will be responsible for the coordination and restoration of all 911 network maintenance problems to Carrier's facility meet point.

3.4 Database

3.4.1 Where **SBC-13STATE** is the 911 Database Provider, **SBC-13STATE** shall store the Carrier's ALI records in the electronic data processing database for the E911 DBMS.

3.4.2 Where **SBC-13STATE** is the 911 Database Provider, **SBC-13STATE** shall coordinate access to the **SBC-13STATE** E911 DBMS for the initial loading and updating of Carrier ALI Records.

3.4.3 Where **SBC-13STATE** is the 911 Database Provider, **SBC-13STATE**'s ALI database shall accept electronically transmitted files that are based upon NENA standards.

3.4.4 Where SBC-13STATE is the 911 Database Provider, SBC-13STATE will load Carrier's ALI Records in the E911 DBMS. SBC-13STATE will then provide Carrier an error and status report. This report will be provided in accordance with the methods and procedures described in the documentation to be provided to the Carrier by SBC-13STATE.

4. CARRIER RESPONSIBILITIES

4.1 Call Routing

4.1.1 Carrier will route 911 calls from Carrier's MSC to the SBC-13STATE SR office of the E911 system, where SBC-13STATE is the 911 network service provider.

4.1.2 Carrier will forward the Mobile Dialing Number (MDN) of the party calling 911 to the SBC-13STATE 911 SR, depending upon the Network Service Configuration.

4.2 Facilities and Trunking

4.2.1 Where specified by the E911 Authority, Carrier shall provide or order from SBC-13STATE, transport and trunk termination to each SBC-13STATE 911 Selective Router that serves the areas in which Carrier is licensed to and will provide CMRS service. To place an order, Carrier shall submit the appropriate SBC-13STATE Region specific form. Such form shall not conflict with the terms and conditions of this agreement.

4.2.2 Carrier acknowledges that its End Users in a single local calling scope may be served by different SRs and Carrier shall be responsible for providing facilities to route 911 calls from its End Users to the proper E911 SR.

4.2.3 Carrier shall provide a minimum of two (2) one-way outgoing trunk(s) dedicated for originating 911 emergency service calls from the Carrier's MSC to each SBC-13STATE 911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable PSAP, the Parties agree to implement CCS/SS7 trunks rather than CAMA (MF) trunks.

4.2.4 Carrier is responsible for appropriate diverse facilities if required by applicable State Commission rules and regulations or if required by other governmental, municipal, or regulatory authority with jurisdiction over 911 services.

- 4.2.5 Carrier shall engineer its 911 trunks to maintain a minimum P.01 grade of service as specified by NENA standards.
- 4.2.6 Carrier shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If Carrier's traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, Carrier shall request additional circuits from **SBC-13STATE**.
- 4.2.7 Carrier will cooperate with **SBC-13STATE** to promptly test all 911 trunks and facilities between Carrier's network and the **SBC-13STATE** 911 Selective Router(s) to assure proper functioning of 911 service. Carrier agrees that it will not pass live 911 traffic until successful testing is completed by both parties.
- 4.2.8 Carrier is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to Carrier's facility meet point. Carrier is responsible for advising **SBC-13STATE** of the circuit identification and the fact that the circuit is a 911 circuit when notifying **SBC-13STATE** of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. **SBC-13STATE** will refer network trouble to Carrier if no defect is found in **SBC-13STATE**'s 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

4.3 Database

- 4.3.1 The following applies where **SBC-13STATE** has been chosen as the wireless CAS or Hybrid 911 Database Provider:
 - 4.3.1.1 Once E911 trunking has been established and tested between Carrier's MSC and all appropriate SRs, Carrier or its representatives shall be responsible for providing Carrier's ALI Records for inclusion in **SBC-13STATE**'s DBMS on a timely basis.
 - 4.3.1.2 Carrier or its agent shall provide initial and ongoing updates of Carrier's ALI Records in an electronic format based upon established NENA standards.
 - 4.3.1.3 Carrier shall adopt use of a Company ID on all Carrier ALI Records in accordance with NENA standards. The Company ID is used to identify the dial tone provider.

4.3.1.4 Carrier is responsible for providing updates to **SBC-13STATE** ALI database; in addition, Carrier is responsible for correcting any errors that occurred during the entry of their data.

4.3.1.5 The Carrier shall be responsible for any additional database charges incurred by the Carrier or it's third party agent for errors in **SBC-13STATE** ALI database.

4.3.1.6 Carrier shall be solely responsible for providing test records and conducting call-through testing on all new licensed areas.

4.4 Other

4.4.1 Carrier is responsible for collecting from its End Users and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on the local service provider and/or End Users by any municipality or other governmental entity within whose boundaries the Carrier provides CMRS.

5. RESPONSIBILITIES OF BOTH PARTIES

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

6. METHODS AND PRACTICES

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

7. CONTINGENCY

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

7.2 The Parties agree that the E911 Service is provided for the use of the E911 Authority, and recognize the authority of the E911 Authority to establish service specifications and grant final approval (or denial) of service configurations offered by **SBC-13STATE** and Carrier.

8. BASIS OF COMPENSATION

- 8.1 Rates for access to E911 Services are set forth in Appendix Pricing are interim rates, and are effective only until final rates are approved by the Commission and tariffed, where applicable. If the final rates are tariffed, such final tariffed rates shall automatically supersede the interim rates on a going forward basis. If the final rates are not required to be tariffed, the Parties agree to amend Appendix Pricing to incorporate the final rates consistent with the Commission order.
- 8.2 Charges for E911 Service shall begin once the trunks and facilities are installed and successfully tested between Carrier's network and SBC-13STATE SR(s).

9. LIABILITY

- 9.1 SBC-13STATE's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Appendix. SBC-13STATE shall not be liable to Carrier, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after SBC-13STATE has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from Carrier until service is restored.
- 9.2 Carrier's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Appendix. In the event Carrier provides E911 Service to SBC-13STATE, Carrier shall not be liable to SBC-13STATE, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after Carrier has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from SBC-13STATE until service is restored.
- 9.3 Carrier agrees to release, indemnify, defend and hold harmless SBC-13STATE from any and all Loss arising out of SBC-13STATE's provision of E911 Service hereunder or out of Carrier's End Users' use of the E911 Service, whether suffered, made, instituted or asserted by Carrier, its End Users, or by any other parties or persons, for any personal injury or death of any person or persons, or for

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

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

10. MUTUALITY

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

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

11.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in the Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and

management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

EXHIBIT I

MICHIGAN PRICING – W911

911 Service Establishment Charge – per SR

Non-Recurring \$ 17,761.00

DS1 Charge

Monthly \$ 301.00

Non-Recurring \$ 422.00

AMENDMENT

to the

**INTERCONNECTION AGREEMENT FOR A WIRELESS SYSTEM UNDER
SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996**

by and between

MICHIGAN BELL TELEPHONE COMPANY D/B/A AMERITECH MICHIGAN F/K/A

AMERITECH MICHIGAN

AND

VOICESTREAM WIRELESS CORPORATION

The Interconnection Agreement For A Wireless System Under Sections 251 and 252 of the Telecommunications Act of 1996 ("the Agreement") by and between Michigan Bell Telephone Company d/b/a Ameritech Michigan f/k/a Ameritech Michigan ("Ameritech Michigan") and VoiceStream Wireless Corporation ("Carrier"), approved by the Michigan Public Service Commission is hereby amended as follows:

1.0 AMENDMENTS TO THE AGREEMENT

1.1 Change the Notices contact in Section 27.0 of the underlying agreement to:

Dan Menser
Senior Corporate Counsel
T-Mobile USA, Inc. f/k/a VoiceStream Wireless Corporation
12920 SE 38th Street
Bellevue, WA 98006
Telephone: 425-378-4000
Facsimile: 425-920-2638

2.0 MISCELLANEOUS

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

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

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

2.4 In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions or proceedings and any remands thereof, including but not limited to its rights under the United

States Supreme Court's opinion in *Verizon v. FCC*, 535 U.S. ____ (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, No. 00-101 (May 24, 2002); the FCC's Order In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, (FCC 99-370) (rel. November 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000) in CC Docket 96-98; or the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68 (the "ISP Intercarrier Compensation Order") (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002). Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, Ameritech Michigan reserves its right to exercise its option at any time in the future to adopt on a date specified by Ameritech Michigan the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party. In such event, the Parties shall have sixty (60) days from the effective date of the order to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the effective date of the order, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this
28 day of October, 2002, Ameritech Michigan, signing by and through its duly authorized
representative, and Carrier, signing by and through its duly authorized representative.

VoiceStream Wireless Corporation

By: David

Name: _____

(Print or Type)

David A. Miller

Title: Senior Vice President and General Counsel

(Print or Type)

Date: 10/21/02

AECN/OCN # _____

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

By: Mike Aulinbauh

Name: Mike Aulinbauh

(Print or Type)

Title: President-Industry Markets

Date: OCT 28 2002

**AMENDMENT TO
INTERCONNECTION AGREEMENT FOR A WIRELESS SYSTEM**
By and Between
MICHIGAN BELL TELEPHONE COMPANY
D/B/A AMERITECH MICHIGAN
and
VOICESTREAM WIRELESS CORPORATION

This Amendment to the Interconnection Agreement for a Wireless System Under Sections 251 and 252 of the Telecommunications Act of 1996 (the “**Amendment**”) is dated as of _____, 2002, by and between Michigan Bell Telephone Company (“TELCO”) and T-Mobile USA, Inc. (f.k.a. VoiceStream Wireless Corporation), with its principal offices at 12920 SE 38th Street, Bellevue, WA 98006 (“T-MobileUSA, Inc.”).

WHEREAS, Michigan Bell Telephone Company and VoiceStream Wireless Corporation (“Carrier”) are the parties to that certain “Interconnection Agreement For A Wireless System” dated as of January 23, 2001 (the “**Agreement**”); and

WHEREAS, VoiceStream Wireless Corporation has changed its name to “T-Mobile USA, Inc.”, and wishes to reflect that name change as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, TELCO and T-Mobile USA, Inc. hereby agree as follows:

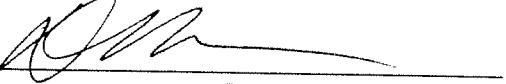
1. The Agreement is hereby amended to reflect the name change from “VoiceStream Wireless Corporation” to “T-Mobile USA, Inc.”
2. TELCO shall reflect that name change from “VoiceStream Wireless Corporation” to “T-Mobile USA, Inc.” only for the main billing account (header card) for each of the accounts previously billed to VoiceStream Wireless Corporation. TELCO shall not be obligated, whether under this Amendment or otherwise, to make any other changes to TELCO’s records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, T-Mobile USA, Inc. affirms, represents, and warrants that the OCN for those accounts shall not change from that previously used by VoiceStream Wireless Corporation with TELCO for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
3. Once this Amendment is effective, T-Mobile USA, Inc. shall operate with TELCO under the “T-Mobile USA, Inc.” name for those accounts. Such operation shall include, by way of example only, submitting orders under T-Mobile USA, Inc. and labeling (including re-labeling) equipment and facilities with T-Mobile USA, Inc.
4. In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court’s opinion in *Verizon v. FCC*, 535 U.S. ____ (2002); the D.C. Circuit’s decision in *United States Telecom Association, et. al v. FCC*, No. 00-101 (May 24, 2002); the FCC’s Order *In the Matter of*

the Local Competition Provisions of the Telecommunications Act of 1996, (FCC 99-370) (rel. November 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000) in CC Docket 96-98; or the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68 (the "ISP Intercarrier Compensation Order") (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002). Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, Telco reserves its right to exercise its option at any time in the future to adopt on a date specified by Telco the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party. In such event, the Parties shall have sixty (60) days from the effective date of the order to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the effective date of the order, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
7. This Amendment shall be effective upon approval by the Michigan Public Service Commission (MIPSC).

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

T-MobileUSA, Inc.

By: 

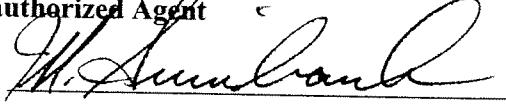
Name: David A. Miller
Senior Vice President and General Counsel
(Print or Type)

Title: _____
(Print or Type)

Date: 1/6/03

AECN/OCN # _____

Michigan Bell Telephone Company
Incorporated d/b/a Ameritech Michigan
By: SBC Telecommunications, Inc.,
its authorized Agent

By: 

Name: Mike Aujinbaum
(Print or Type)

Title: *For* President-Industry Markets

Date: JAN 17 2003

AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
MICHIGAN BELL TELEPHONE COMPANY d/b/a SBC MICHIGAN
AND
T-MOBILE USA, INC.

Michigan Bell Telephone Company¹ d/b/a SBC Michigan, as the Incumbent Local Exchange Carrier in Michigan, (hereafter, "ILEC" or "SBC Michigan") and T-Mobile USA, Inc. as a Competitive Local Exchange Carrier ("CLEC"), an Independent Local Exchange Carrier ("Independent") or Commercial Mobile Radio Service ("CMRS") provider in Michigan, (referred to as "CARRIER"), in order to amend, modify and supersede any affected provisions of their Interconnection Agreement with ILEC in Michigan ("Interconnection Agreement"), hereby execute this Reciprocal Compensation Amendment for ISP-Bound Traffic and Federal Telecommunications Act Section 251(b)(5) Traffic (Adopting FCC's Interim ISP Terminating Compensation Plan) ("Amendment"). CLEC and Independent are also referred to as a "LEC."

1.0 Scope of Amendment

- 1.1 On or about June 16, 2003 ILEC made an offer to all telecommunications carriers in the state of Michigan (the "Offer") to exchange traffic on and after July 6, 2003 under Section 251(b)(5) of the Act pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) ("FCC ISP Compensation Order") which was remanded but not vacated in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).
- 1.2 The purpose of this Amendment is to include in CARRIER's Interconnection Agreement the rates, terms and conditions of the FCC's interim ISP terminating compensation plan for the exchange of ISP-bound traffic lawfully compensable under the FCC ISP Compensation Order ("ISP-bound Traffic") and traffic lawfully compensable under Section 251(b)(5) ("Section 251(b)(5) Traffic").
- 1.3 This Amendment is intended to supersede any and all contract sections, appendices, attachments, rate schedules, or other portions of the underlying Interconnection Agreement that set forth rates, terms and conditions for the terminating compensation for ISP-bound Traffic and Section 251(b)(5) Traffic exchanged between ILEC and CARRIER. Any inconsistencies between the provisions of this Amendment and provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Amendment.

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

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

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

2.2.2 The Parties agree to compensate each other for such ISP-bound Traffic and Section 251(b)(5) Traffic on a minute of use basis, according to the following rate schedule:

July 6, 2003 and thereafter: .0007 per minute

2.2.3 Payment of Reciprocal Compensation will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch. Where the terminating party utilizes a hierarchical or two-tier switching network, the Parties agree that the payment of these rates in no way modifies, alters, or otherwise affects any requirements to establish Direct End Office Trunking, or otherwise avoids the applicable provisions of the Interconnection Agreement and industry standards for interconnection, trunking, Calling Party Number (CPN) signaling, call transport, and switch usage recordation.

2.3 ISP-bound Traffic Minutes Growth Cap

2.3.1 On a calendar year basis, as set forth below, LEC and ILEC agree to cap overall compensable Michigan ISP-bound Traffic minutes of use in the future based upon the 1st Quarter 2001 ISP-bound Traffic minutes for which LEC was entitled to compensation under its Michigan Interconnection Agreement(s) in existence for the 1st Quarter of 2001, on the following schedule.

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

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

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

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

2.4.1 In the event CARRIER and ILEC have not previously exchanged ISP-bound Traffic in any one or more Michigan LATAs prior to April 18, 2001, Bill and Keep will be the reciprocal compensation arrangement for all ISP-bound Traffic between CARRIER and ILEC for the remaining term of this Agreement in any such Michigan LATAs.

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

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

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

2.6 ISP-bound Traffic Rebuttable Presumption

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

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

3.0 Reservation of Rights

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

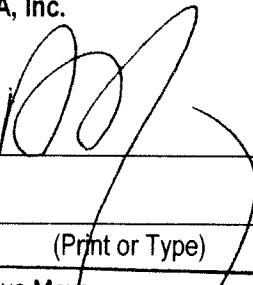
4.0 Miscellaneous

- 4.1 If this Amendment is executed by CARRIER and such executed amendment is received by ILEC on or before July 28, 2003, this Amendment will be effective as of July 6, 2003, subject to any necessary state commission approval; provided, however, the rates will not be implemented in ILEC's billing system until after any necessary state commission approval, at which time the rates billed by the Parties beginning on July 6, 2003 will be subject to a true-up. If this Amendment is executed by CARRIER but such executed amendment is not received by ILEC until after July 28, 2003, this Amendment will become effective ten (10) days following the date such Amendment is approved or is deemed to have been approved by the applicable state commission.
- 4.2 This Amendment is coterminous with the underlying Interconnection Agreement and does not extend the term or change the termination provisions of the underlying Interconnection Agreement.
- 4.3 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING INTERCONNECTION AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 4.4 Every rate, term and condition of this Amendment is legitimately related to the other rates, terms and conditions in this Amendment. Without limiting the general applicability of the foregoing, the change of law provisions of the underlying Interconnection Agreement, including but not limited to the "Intervening Law" or "Change of Law" or "Regulatory Change" section of the General Terms and Conditions of the Interconnection Agreement and as modified in this Amendment, are specifically agreed by the Parties to be legitimately related to, and inextricably intertwined with this the other rates, terms and conditions of this Amendment.
- 4.5 In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC, et al*, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("USTA decision"); the FCC's Triennial Review Order, adopted on February 20, 2003, on remand from the USTA decision and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; the FCC's Order on

Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002); or the Public Utilities Act of Illinois, which was amended on May 9, 2003 to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). On May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings and the Illinois Law, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, SBC Michigan reserves its right, to the extent SBC Michigan has not already invoked the FCC ISP terminating compensation in Michigan and incorporated the rates, terms and conditions of such plan into this Agreement, to exercise its option at any time to adopt on a date specified by SBC Michigan the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. In the event that a state or federal regulatory or legislative body or a court of competent jurisdiction, in any proceeding, finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party ("Written Notice"). In addition, to the extent this Agreement is in effect in Illinois, the Parties agree that any ICC orders implementing the Illinois Law, including, without limitation, the ICC Rates, shall automatically apply to this Agreement (for the state of Illinois only) as of the effective date of any such order(s) upon Written Notice, and as soon as practical thereafter, SBC Illinois shall begin billing the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates and SBC Illinois will issue any adjustments, as needed, to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s). With respect to all other Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

IN WITNESS WHEREOF, this Reciprocal Compensation Amendment for ISP-Bound Traffic and Federal Telecommunications Act Section 251(b)(5) Traffic (Adopting FCC Interim Terminating Compensation Plan) to the Interconnection Agreement was exchanged in triplicate on this 4th day of Aug, 2003, by SBC Michigan, signing by and through its duly authorized representative, and CARRIER, signing by and through its duly authorized representative.

T-Mobile USA, Inc.

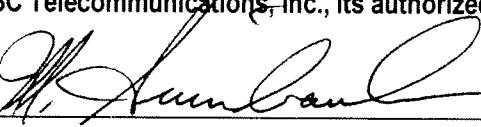
By: 

Name: _____
(Print or Type)

Title: Dave Mayo
Vice President, Finance & Planning
Engineering & Technical Operations
(Print or Type)

Date: 7/29/03

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

By: 

Name: Mike Auinbauh
(Print or Type)

Title: For/ President – Industry Markets

Date: 8-4-03

FACILITIES-BASED OCN # _____

ACNA _____

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

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

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

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

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

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

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

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

1. INTRODUCTION

- 1.1 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.
- 1.2 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

2. AMENDMENT TO THE AGREEMENT

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

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

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

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

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

3. AMENDMENT EFFECTIVE DATE

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

4. TERM OF AMENDMENT

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

5. APPLICATION OF FEDERAL REQUIREMENTS AND OBLIGATIONS

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

6. RESERVATIONS OF RIGHTS

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

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

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

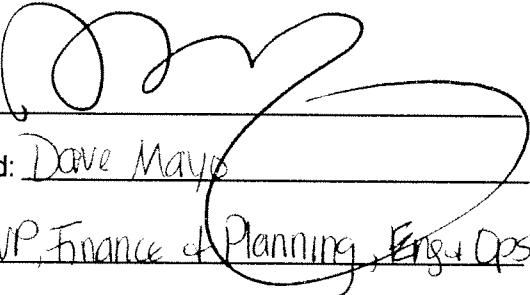
- 6.2 This Amendment does not in any way prohibit, limit, or otherwise affect either SBC Michigan or Carrier from taking any position with respect to the Order or any other MPSC order or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect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

7. MISCELLANEOUS

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

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

T-Mobile USA

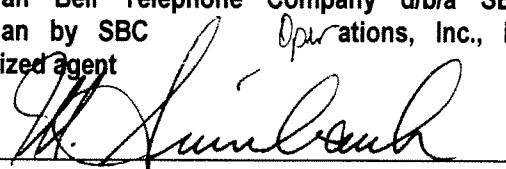
By: 

Printed: Dave Mayo

Title: VP, Finance & Planning, Eng+Ops

Date: 4/20/05

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

By: 

Printed: Mike Auinbauh

Title: AVP, Local Interconnection Marketing

Date: 5.6.05

FACILITIES-BASED OCN # 16529

ACNA WCG

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

Transiting Rate		
Per conversation MOU		.000454

**AMENDMENT TO
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996
BETWEEN
MICHIGAN BELL TELEPHONE COMPANY d/b/a AT&T MICHIGAN
AND
T-MOBILE USA, INC.**

The Interconnection Agreement dated November 13, 2000 by and between Michigan Bell Telephone Company d/b/a AT&T Michigan ("AT&T")¹ and T-Mobile USA, Inc. ("T-Mobile") ("Agreement") effective in the state of Michigan is hereby amended as follows:

1. Section 9.0 Term and Termination of the General Terms and Conditions is amended by adding the following section:
 - 9.1.1 Notwithstanding anything to the contrary in this Section 9, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years from January 7, 2008 until January 7, 2011 (the "Extended Expiration Date"). The Agreement shall expire on the Extended Expiration Date; provided, however, that during the period from the effective date of this Amendment until the Extended Expiration Date, the Agreement may be terminated earlier either by written notice from T-Mobile, by AT&T pursuant to the Agreement's early termination provisions, by mutual agreement of the parties, or upon the effective date of a written and signed superseding agreement between the parties.
2. The Parties acknowledge and agree that AT&T shall permit the extension of this Agreement, subject to amendment to reflect future changes of law as and when they may arise.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
5. This Amendment shall be filed with and is subject to approval by the Michigan Public Service Commission and shall become effective ten (10) days following approval by such Commission.

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

T-Mobile USA, Inc.

By: _____

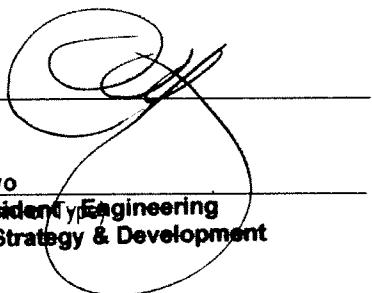
Name: Dave Mayo

Vice President, Engineering
Finance, Strategy & Development

Title: _____

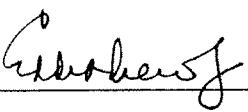
(Print or Type)

Date: 5/12/08



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

By: _____



Name: _____

Eddie A. Reed, Jr.

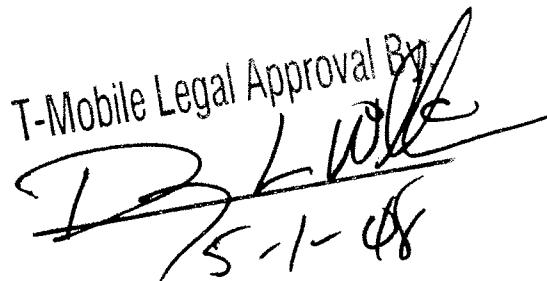
(Print or Type)

Title: _____

Director-Interconnection Agreements

Date: _____

5-23-08

T-Mobile Legal Approval By

B.L. Wolf
5-1-08

AT&T Wholesale Amendment

Contract Number: 17294

**AMENDMENT TO THE AGREEMENT
BETWEEN
T-Mobile USA, Inc.
AND
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN**

This Amendment (the "Amendment") amends the T-Mobile USA, Inc. CMRS Interconnection Agreement for a Wireless System under Sections 251 and 252 of the Telecommunications Act of 1996 by and between Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, hereinafter referred to as "AT&T" and T-Mobile USA, Inc. acting on behalf of its operating subsidiaries including T-Mobile Central LLC, ("Carrier"). AT&T and Carrier are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and Carrier are parties to a CMRS Interconnection Agreement for a Wireless System under Sections 251 and 252 of the Telecommunications Act of 1996 for Commercial Mobile Radio Service (CMRS), dated October 18, 2010 and as subsequently amended (the "Agreement"); and

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

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

1. The Parties agree to include the following definitional modification:

The Parties intend their Agreement refer to the new definitional terms that the FCC has used in its new rules, including "Non-Access Telecommunications Traffic" and "Access Telecommunications Traffic." Thus, any references in the Agreement to "local", "Local Traffic", "251(b)(5)" or "intraMTA" traffic are replaced with the term, "Non-Access Telecommunications Traffic." Similarly, any references in the Agreement to "toll," "Non-Local" or "interMTA" traffic are replaced with the term, "Access Telecommunications Traffic." Specifically, consistent with FCC Rule §51.701(b), the term "Non-Access Telecommunications Traffic" means traffic exchanged between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the same Major Trading Area. Non-Access Telecommunications Traffic does not include transit or intermediary traffic.

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

wireless carrier's network; e.g., this Agreement specifically does not include traffic that only uses a wireless carrier's FCC licensed CMRS services to relay the call from one wireline facility to another carrier.

6. For purposes of carriers adopting this Agreement, there shall be no retroactive application of any provision of this Amendment.
7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
8. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law, or under the intervening law, or regulatory change provisions, in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
9. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
10. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission ("Amendment Effective Date"). Subsequent to Commission approval, the rate changes, as set forth in Section 4 above, will be implemented as of July 1, 2012.

T-Mobile USA, Inc.

Signature: 

Name: Bryan Fleming
(Print or Type)

Title: Vice President – Technical Systems and Business Operations
(Print or Type)

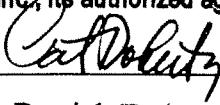
Date: 7/26/12

T-Mobile Legal Approval By:



2012.07.24
11:08:58
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Michigan Bell Telephone Company d/b/a AT&T MICHIGAN,
by AT&T Services, Inc., its authorized agent

Signature: 

Name: Patrick Doherty

(Print or Type)

Director - Regulatory

Title:

(Print or Type)

Date: 7/31/12

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