

**Agreement
For Reciprocal Compensation For
CMRS Local Calling in Illinois**

This Agreement, dated _____ ("Effective Date") is by and between Illinois Bell Telephone Company dba Ameritech Illinois, a Delaware Corporation with offices at 350 North Orleans, Third Floor, Chicago, Illinois 60654. Ameritech Illinois ("Ameritech") and Cook Inlet/VoiceStream Operating Company, LLC, by VoiceStream PCS BTA I Corporation, its Agent, and VoiceStream Wireless Corporation (collectively "Carrier"), a Delaware corporation with offices at 3605 132nd Avenue S.E. Suite 100 Bellevue, WA 98006 ("Carrier").

WHEREAS, Ameritech is a Local Exchange Carrier in the state of Illinois; pursuant to Section 252(i) of the Federal Telecommunications Act of 1996, Carrier and Ameritech have entered into an agreement on the same terms and conditions contained in the Ameritech/PrimeCo Personal Communications, LP for the State of Illinois ("the underlying Agreement.").

WHEREAS, Carrier is a Commercial Mobile Radio Service provider operating within the state of Illinois; by executing this MFN Agreement providing certain rates, terms and conditions, Ameritech reserves all appellate rights with respect to such rates, terms and conditions and does not waive any legal arguments by executing this Agreement. It is Ameritech's intent and understanding of state and federal law, that any negotiating history, appeal, stay, injunction or similar proceeding which impacts the applicability of such rates, terms or conditions to the underlying Agreement will similarly and simultaneously impact the applicability of such rates, terms and conditions to Carrier under this MFN Agreement. In the event that any of the rates, terms and/or conditions herein, or any of the laws or regulations that were the basis for a provision of the Agreement, are invalidated, modified or stayed by any action of any state or federal regulatory bodies or courts of competent jurisdiction, including but not limited to any decision by the Eighth Circuit relating to any of the costing/pricing rules adopted by the FCC in its First Report and Order, *In re: Implementation of the Local Competition Provisions of the Local Competition Provisions in the Telecommunications Act of 1996*, 11 FCC Rcd 15499 (1996), (e.g., Section 51.501, et seq.), upon review and remand from the United States Supreme Court, in *AT&T Corp. v. Iowa Utilities Bd.*, 119 S. Ct. 721 (1999) or *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999), the Parties shall immediately incorporate changes from the underlying Agreement, made as a result of any such action into this Agreement. Where revised language is not immediately available, the Parties shall expend diligent efforts to incorporate the results of any such action into this Agreement on an interim basis, but shall conform this Agreement to the underlying Agreement, once such changes are filed with the Commission.

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

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.

- 1.1 "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.
- 1.2 "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.
- 1.3 "Calling Party Pays Traffic" means calls made in connection with a service where a caller to a mobile 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.
- 1.4 "CCS" means one hundred (100) call seconds.
- 1.5 "Commercial Mobile Radio Service" or "CMRS" is as defined in the Act.
- 1.6 "Commission" means the Illinois Commerce Commission
- 1.7 "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.

- 1.8 "FCC" means the Federal Communications Commission.
- 1.9 "Interexchange Carrier" or "IXC" means a carrier other than a CMRS provider that provides, directly or indirectly, interLATA and/or intraLATA Telephone Toll Services.
- 1.10 "IntraLATA Toll Traffic" means all intraLATA calls other than Local Telecommunications Traffic.
- 1.11 "Local Access and Transport Area" or "LATA" is As Defined in the Act.
- 1.12 "Local Exchange Carrier" or "LEC" is As Defined in the Act.
- 1.13 "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).
- 1.14 "Multi-Party Traffic" means calls for which more than two (2) Carriers collaborate to complete the call.
- 1.15 "Mobile Switching Center" or "MSC" means a CMRS provider's facility which links wireless phones to the public switched telephone network and handles switching of the traffic.
- 1.16 "Non-CMRS Traffic" means traffic which is neither originated nor terminated on the wireless facilities of a CMRS provider.
- 1.17 "Party" means either Ameritech or Carrier, and "Parties" means Ameritech and Carrier.
- 1.18 "Reciprocal Compensation" means an arrangement between two carriers in which each of the two carriers receives compensation from the other carrier for the transport and termination on each carrier's network facilities of Local Telecommunications Traffic that originates on the network facilities of the other carrier.
- 1.19 "Telecommunications" is As Defined in the Act.
- 1.20 "Telecommunications Act" means the Telecommunications Act of 1996 and any rules and regulations promulgated thereunder.
- 1.21 "Telecommunications Carrier" is As Defined in the Act.
- 1.22 "Telephone Toll Services" is As Defined in the Act.

- 1.23 "Termination" means the switching of Local Telecommunications Traffic at the terminating carrier's end office switch, or equivalent facility, and delivery of such traffic to the called party's premises.
- 1.24 "Transport" means the transmission and any necessary tandem switching of Local Telecommunications Traffic subject to Section 251(b)(5) of the Act from the interconnection point between the two carriers to the terminating carrier's end office switch that directly serves the called party, or equivalent facility provided by a carrier other than an incumbent LEC.
- 1.25 "Type 1 Service" means service which provides both a line side and a trunk side connection between a CMRS Provider's MSC and an Ameritech end office.
- 1.26 "Type 2 Service" means a service which provides a trunk side connection between a CMRS provider's MSC and an Ameritech tandem (Type 2A) or end office (Type 2B).
- 1.27 "Type 2, Billing Option 1" means a payment option which allows a CMRS provider to choose to pay Ameritech for the usage sensitive portion of originating calls from Ameritech's end office to the MSC.
- 1.28 "Type 2, Billing Option 2" means a payment option which allows a CMRS provider to choose to have the Ameritech landline caller to a CMRS number pay Ameritech for the usage sensitive portion of the call from Ameritech's end office to the MSC.

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).

3.0 RECIPROCAL COMPENSATION

- 3.1 Subject to the limitations set forth below, Ameritech shall compensate Carrier for the Transport and Termination of Local Telecommunications Traffic originated on Ameritech's network and Carrier shall compensate Ameritech for the Transport and Termination of Local Telecommunications Traffic originated on Carrier's wireless network. The rates for reciprocal compensation are set forth in Attachment A, Figure 1 and 2. The rates set forth in Attachment A shall be superseded by the Transport and Termination rates ultimately established by the Commission in Dockets 96-0486 and 96-0569. These rates shall be further revised in the event that the FCC, the Commission or a court of law changes or modifies the rules or cost methodology by which such rates are calculated. Rates which are revised pursuant to this paragraph shall be effective immediately upon written notice given by Ameritech to Carrier or by Carrier to Ameritech, whichever occurs earlier.
- 3.2 If specifically authorized by the FCC, the Commission or a Court of law, the Parties shall true-up compensation for the transport and termination of Local Traffic once final Transport and Termination rates have been approved ("Commission-approved rates"), such that each Party shall receive the level of compensation it would have received had the Commission-approved rates been in effect as of the date the rates in Attachment A become effective. The true-up shall include the period beginning on the date the rates in Attachment A become effective and ending on the date Ameritech's Commission-approved rates referenced above become effective. The true-up, including the payment of the amounts due thereunder, shall be completed within sixty (60) days of the date Ameritech's Commission-approved rates become effective.
- 3.3 Reciprocal Compensation shall not apply to:
- (a) Multi-party Traffic;
 - (b) Type 1 Traffic;
 - (c) Calls for which the originating Party does not charge the caller, including, but not limited to, 500, 700, 800/888, 900 and 976 calls.
 - (d) Calls for which the terminating Party has elected to pay the originating party, including Type 2, Billing Option 1 Traffic.

- 3.4 The following traffic is not subject to this Agreement:
- (a) Traffic which does not qualify as Local Telecommunications Traffic, including, but not limited to, interMTA traffic and interstate access "roaming" traffic;
 - (b) Non-CMRS Traffic.
- 3.5 The calculation of minutes for purposes of Reciprocal Compensation shall be as specified in Ameritech's Tariff ICC No. 16.
- 3.6 For purposes of defining Local Telecommunications Traffic under this Agreement, the origination and termination points shall be determined as follows. The origination point and the termination point on Ameritech's network shall be the end office 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 call begins.
- 3.7 The rates set forth on Attachment A shall become effective thirty (30) days after this Agreement is approved by the Commission or the FCC under Section 252 of the Act. From the date Carrier requested negotiation or renegotiation of its arrangement with Ameritech under 47 CFR Section 51.715 or Section 51.717(a), until thirty (30) days after this Agreement is approved by the Commission or the FCC, Ameritech shall continue to assess upon Carrier Ameritech's tariffed rates for Type 2 Service. Carrier shall impose the same rates upon Ameritech for providing its transport and termination services beginning on the earlier of the date Carrier submitted a written request for renegotiation or November 1, 1996.

4.0 TRAFFIC NOT SUBJECT TO RECIPROCAL COMPENSATION

Traffic which is not subject to Reciprocal Compensation under this agreement shall continue to be charged at the access rates set forth in the applicable tariff or contract.

5.0 ELECTED SERVICES

- 5.1 Ameritech currently is not providing Carrier Type 1 service. If Carrier orders Type 1 service in the future, it shall do so pursuant to the terms and conditions in Ameritech's then-existing tariff or, in

the absence of such a tariff, the terms and conditions which are generally available via contract.

- 5.2 Carrier shall not impose Transport and Termination charges on Ameritech for Type 1 Traffic or Type 2 Billing Option 1 Traffic delivered by Ameritech to Carrier.

6.0 **CALLING PARTY PAYS TRAFFIC**

Carrier shall be responsible for the charges for Calling Party Pays Traffic originated by its customers. Upon request, Ameritech will provide Carrier rated billing information for such calls.

7.0 **MULTI-PARTY TRAFFIC**

- 7.1 The Reciprocal Compensation obligations in this Agreement shall not apply to calls which are jointly carried by Ameritech and another facilities-based telecommunications carrier, including interexchange carriers ("IXCs"), independent telephone companies ("ICOs"), competitive local exchange carriers ("CLECs") or CMRS providers, and which are terminated to Carrier. Except as provided below, payments for these calls shall continue to be made as they are being made as of the Effective Date of this Agreement.
- 7.2 For calls which originate on the network of an ICO, CLEC or other CMRS provider, and which are carried by Ameritech and are terminated on Carrier's network (as illustrated on Attachment B, figure 1), Ameritech shall pass such calls to Carrier, and Carrier shall terminate such calls, without charge to one another. Reciprocal Compensation shall not apply.
- 7.3 For calls which originate on Carrier's network and which are carried by Ameritech for termination by an ICO, CLEC or other CMRS provider (as illustrated on Attachment B, figure 2), Carrier shall pay Ameritech at the rates set forth in Attachment B, Figure 3. Reciprocal compensation shall not apply. Carrier is responsible for additional charges, if any, that may be assessed by the ICO, CLEC or other CMRS provider for the portion of the service provided by such carrier.
- 7.4 This Section 7.0 shall not apply to traffic carried by Ameritech pursuant to the Commission's primary toll carrier plan or a similar plan.

8.0 **SEPARATE TRUNK GROUPS**

8.1 The Parties acknowledge that it is important that Ameritech be able to accurately identify traffic types for appropriate charging. In order to achieve this goal, Carrier shall select from either of the options set forth in 8.2 and 8.3.

8.2 Option 1

8.2.1 Carrier and Ameritech shall provision five separate trunk groups between Carrier's MSCs and Ameritech's network. The five trunk groups shall separately carry the following types of traffic:

- a. If the prefix of the called number is rated at Carrier's location, Ameritech shall provision a trunk group for traffic from Ameritech to Carrier for call eligible for Reciprocal Compensation under this Agreement.
- b. If the prefix of the called number is rated at Carrier's location, Ameritech shall provision a trunk group for traffic from Ameritech to Carrier for calls which are not eligible for Reciprocal Compensation under this Agreement.
- c. Carrier shall provision a trunk group for traffic from Carrier to Ameritech for calls eligible for Reciprocal Compensation under this Agreement;
- d. Carrier shall provision a trunk group for traffic from Carrier to Ameritech for calls which are not eligible for Reciprocal Compensation under this Agreement; and
- e. Carrier shall provision a trunk group for traffic from Carrier to Ameritech for calls routed to an Interexchange Carrier.

8.2.2 All trunks shall be provisioned and maintained at a P.01 grade of service and shall use SS7 signaling.

8.2.3 If the Parties agree that any of these trunk groups is no longer required for accurate billing, the Parties shall eliminate one or more of these trunk groups.

8.3 Option 2

8.3.1 Carrier shall be responsible for provisioning two separate trunk groups between its MSCs and Ameritech's network. One trunk group shall separately carry the types of traffic set forth in Section 8.2.1(a) through (d); the other shall carry the type of traffic set forth in Section 8.2.1(e). Charges for the two trunk groups set forth in Section 8.2.1(a) through (d) shall be reduced by seventeen percent (17%) to reflect Ameritech's use of the trunks for traffic originating on Ameritech's network and terminating on Carrier's network. Six (6) months after the Effective Date, Ameritech shall calculate on a minutes of use basis the percentage of the two-way trunk groups used for Ameritech's land to mobile Type 2, Billing Option 2 traffic. For the following twelve (12) months, charges for the two-way trunk groups shall be reduced by this percentage. This figure shall be recalculated every twelve (12) months. All trunks shall be provisioned and maintained at a P.01 grade of services and shall use SS7 signaling.

8.3.2 At the Carrier's option, Ameritech shall provide Carrier the following monthly reports on network usage at the prices set forth in Attachment C:

- (a) CMRS Report. A report showing traffic originating on Ameritech landline facilities and terminating to Carrier: This report may be used by Carrier to calculate Ameritech's obligations to pay Reciprocal Compensation. Charge for this report are set forth in Attachment C. Figure 1.
- (b) Traffic Distribution Report. A report showing traffic terminating through Ameritech to ICOs, CLECs or other CMRS providers. This report shall be used to calculate Carrier's obligations in Section 7.0 to pay Ameritech for Multiparty Traffic. Charges for this report are set forth in Attachment C, Figure 2.

Sample copies of both reports are shown in Attachment C.

8.3.3 Carrier agrees to accept the reports as an accurate statement of traffic exchanged between the parties, subject to the right to audit the reports. Such right to audit shall be waived if not exercised within one hundred twenty (120) days of receipt of the report.

8.3.4 Subject to the prior approval of Carrier, Ameritech shall have the ability, at its option and upon sixty (60) days written notice, to direct Carrier to convert from Trunk Group Option 2 to Option 1 of this Section.

9.0 TERM AND SCOPE

9.1 The term of this Agreement will expire October 14, 2002 the ("initial term"). Absent a receipt by one Party of written notice from the other Party at least ninety (90) days prior the expiration of the Term to the effect that such Party does not intend to extend the Term of this Agreement, this Agreement shall automatically renew and remain in full force and effect on and after expiration of the Term until terminated by either Party pursuant to Section 9.2.

9.2 If pursuant to Section 9.1 this Agreement continues in full force and effect after the expiration of the Term, either Party may terminate this Agreement ninety (90) days after delivering written notice to the other Party of its intention to terminate the Agreement. Upon such notice, 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 Commission 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 Commission does not issue its order prior to the applicable expiration date, the Parties agree that the rates, terms and conditions ultimately ordered by such Commission or negotiated by the Parties will be effective retroactive to such expiration date. Until such time as the Commission issues its order, the rates, terms and conditions of this Agreement shall control. Neither Party shall have any liability to the other Party for termination of this Agreement pursuant to this Section 9.2 other than to pay to the other Party any amounts owed under this Agreement.

10.0 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. 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 either party disputes an amount, it must do so in writing to the other party within forty-five (45) days from the date of the invoice.

- 10.2 There shall be no “netting” of the amounts due hereunder against any other amount owed by Ameritech or Carrier to each other.

11.0 LIMITATION OF LIABILITY

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 revenues or other economic loss in connection with or arising from anything said, omitted or done hereunder, even if the other Party has been advised of the possibility of such damages.

12.0 REGULATORY APPROVAL

- 12.1 The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC. The Parties covenant and agree that this Agreement is satisfactory to them as an agreement under Section 251 of the Act. 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 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.
- 12.2 The terms and conditions of Ameritech's Tariff ICC No. 16 continue to apply to the services provided by Ameritech to Carrier that are subject to this Agreement.
- 12.3 If Ameritech enters into an agreement (the “Other Agreement”) approved by the Commission pursuant to Section 252 of the Act which provides for interconnection within Illinois to another requesting Telecommunications Carrier, including itself or its Affiliate, Ameritech shall make available to Carrier such arrangement upon the same rates, terms and conditions as those provided in the Other Agreement. Carrier may avail itself of either (i) the other Agreement in its entirety or (ii) the prices, terms and

conditions of the Other Agreement that relate to the arrangements in the Other Agreement for the interconnection and reciprocal compensation of local telecommunications traffic.

- 12.4 Upon Carrier's election to adopt provisions of the Other Agreement, the Parties shall amend this Agreement to reflect such terms within thirty (30) days after Ameritech's receipt of notice specifying such election. Notwithstanding the foregoing, Carrier may not avail itself of any of the arrangements in the Other Agreement if Ameritech demonstrates to the Commission that it would incur greater cost to provide such arrangement than to the Telecommunications Carrier that is party to the Other Agreement.

13.0 AUTHORIZATION

- 13.1 Illinois Bell Telephone Company, is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation and has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder.
- 13.2 Cook Inlet/VoiceStream Operating Company, LLC is a limited liability company 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. VoiceStream Wireless Corporation, 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

14.0 COMPLIANCE

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

15.0 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.

16.0 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"). Each Party shall use best efforts to resume full performance within sixty (60) days of the cessation of the Force Majeure Event.

17.0 CONFIDENTIALITY

- 17.1 Ameritech and Carrier intend to disclose to each other information, which may include confidential information. "Confidential Information" means any information or data disclosed by a party (the "Disclosing Party") to the other party (the "Recipient") under or in contemplation of this Agreement and which (a) if in tangible form or other media that can be converted to readable form, is clearly marked as proprietary, confidential or private when disclosed, or (b) if oral or visual, is identified as proprietary, confidential, or private on disclosure.
- 17.2 The terms "Disclosing Party" and "Recipient" include each party's corporate affiliates that disclose or receive Confidential Information. The rights and obligations of the parties hereto shall therefore also inure to such affiliates and may be directly enforced by or against such affiliates.
- 17.3 The Recipient acknowledges the economic value of the Disclosing Party's Confidential Information. The Recipient shall:
- (a) use the Confidential Information only for the purpose(s) set forth in Attachment A;
 - (b) restrict disclosure of the Confidential Information to employees of the Recipient and its affiliates with a "need to know" and not disclose it to any other person or entity without the prior written consent of the Disclosing Party;

provided that, in no event shall Ameritech disclose any Confidential Information whatsoever of Company to any Ameritech affiliate or employee engaged in the provision of wireless services competing with, or which may in the future compete with Carrier.

- (c) advise those employees who access the Confidential Information of their obligations with respect thereto; and
- (d) copy of the Confidential Information only as necessary for those employees who are entitled to receive it, and maintain full and accurate records of any such copying and ensure that all confidentiality notices are reproduced in full on such copies.

For purposes of this Agreement only, "employees" includes third parties retained by the parties hereto for temporary administrative, clerical or programming support. A "need to know" means that the employee requires the Confidential Information to perform their responsibilities in connection with the Project.

17.4 The obligations of Paragraph 3 shall not apply to any Confidential Information which the Recipient can demonstrate:

- (a) is or becomes available to the public through no breach of this Agreement;
- (b) was previously known by the Recipient without any obligation to hold it in confidence;
- (c) is received from a third party free to disclose such information without restriction;
- (d) is independently developed by the Recipient without the use of Confidential Information of the Disclosing Party;
- (e) is approved for release by written authorization of the Disclosing Party, but only to the extent of such authorization;
- (f) is required by law or regulation to be disclosed, but only to the extent and for the purposes of such required disclosure; or
- (g) is disclosed in response to a valid order of a court or other governmental body of the United States or any political

subdivisions thereof, but only to the extent of an for the purposes of such order, and only if the Recipient first notifies the Disclosing Party of the order and permits the Disclosing Party to seek an appropriate protect order.

- 17.5^{*} When requested by the Recipient, the Disclosing Party shall provide a non-confidential resume of Confidential Information prior to disclosure of the actual Confidential Information to enable the Recipient to determine whether it will accept the Confidential Information. Each party has the right to refuse to accept any information under this Agreement, and nothing obligates any party to disclose to the other party any particular information.
- 17.6 If the Disclosing party inadvertently fails to mark as proprietary, confidential or private information for which it desires confidential treatment, it shall so inform the Recipient. The Recipient thereupon shall return the unmarked information to the Disclosing Party and the Disclosing Party shall substitute properly marked information. In addition, if the Disclosing Party, at the time of disclosure, inadvertently fails to identify as proprietary, confidential or private oral or visual information for which it desires confidential treatment, it shall so inform the Recipient, in writing, within 10 days thereafter. The Recipient's obligations under Paragraph 3 in connection with information encompassed by this paragraph shall commence upon notice from the Disclosing Party of the failure to properly mark or identify the information.
- 17.7 Each party shall comply with applicable export laws and regulations of the United States with respect to any technical data received under this Agreement.
- 17.8 Confidential Information, including permitted copies, shall be deemed the property of the Disclosing Party. The Recipient shall, within twenty (20) days of a written request by the Disclosing Party, return all Confidential Information (or any designated portion thereof), including all copies thereof, to the Disclosing Party or, if so directed by the Disclosing Party, destroy such Confidential Information. The Recipient shall also, within ten (10) days of a written request by the Disclosing Party, certify in writing that it has satisfied its obligations under this Paragraph.
- 17.9 The parties agree that an impending or existing violation of any provision of this Agreement would cause the Disclosing Party irreparable injury for which it would have no adequate remedy at law, and agree that the Disclosing Party shall be entitled to obtain

immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it.

17.10 Neither this Agreement nor any discussions or disclosures hereunder shall (a) be deemed a commitment to any business relationship, contract or future dealing with the other party, or (b) prevent either party from conducting similar discussions or performing similar work to that hereunder, so long as such discussions or work do not violate this Agreement.

17.11 No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement or any disclosure hereunder, except for the right to use such information in accordance with this Agreement. No warranties of any kind are given with respect to the Confidential Information disclosed under this Agreement or any use thereof, except that the Disclosing Party warrants that it has the authority to make the disclosures contemplated hereunder.

17.12 All obligations undertaken respecting Confidential Information disclosed hereunder shall survive termination of this Agreement for a period of two (2) years.

18.0 GOVERNING LAW

For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the FCC, the exclusive jurisdiction and remedy for all such claims shall be provided for by the FCC and the Act. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the Commission, the exclusive jurisdiction for all such claims shall be with such Commission, and the exclusive remedy for such claims shall be as provided for by such Commission. In all other respects, this Agreement shall be governed by the domestic laws of the State of Illinois without reference to conflict of law provisions.

19.0 TAXES

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 or surcharges 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, fees or surcharges), except for any tax on either 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 eligible

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.

20.0 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.

21.0 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.

22.0 AMENDMENT OR OTHER CHANGES TO THE ACT; RESERVATION OF RIGHTS

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 final and nonappealable 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 this Agreement be amended to reflect the pricing, terms and conditions of each such Amendment to the Act. If any such amendment to this Agreement affects any rates or charges of the services provided hereunder, such amendment shall be retroactively effective, as determined by the FCC, the Commission or the Court, as of the Effective Date and each party reserves its rights and remedies with

respect to the collection of such rates or charges; including the right to seek a surcharge before the applicable regulatory authority.

23.0 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.

24.0 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:

Cook Inlet/VoiceStream Operating Company, LLC, by VoiceStream PCS
BTA I Corporation, its Agent, and VoiceStream Wireless Corporation
(collectively "VoiceStream")
Telco Services Manager
3605 132nd Avenue S.E. Suite 100
Bellevue, WA 98006
Facsimile: 425-653-4810

To Ameritech:

SBC Contract Administration
311 South Akard, 9th Floor
Four Bell Plaza
Dallas, Texas 75202-5398
Attn: Notices Manager
Facsimile: 214-464-2006

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

25.0 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.

26.0 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.

27.0 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, including but not limited to the confidentiality provisions hereof.

28.0 ENTIRE AGREEMENT

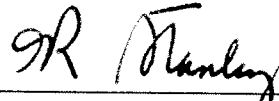
The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein, which are incorporated into this Agreement by this reference, constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by an officer of each Party.

IN WITNESS WHEREOF, the Parties have agreed to the foregoing as of the date set forth above.

Cook Inlet/VoiceStream Operating Company, LLC, by VoiceStream PCS BTA I Corporation, its Agent, And VoiceStream Wireless Corporation

"Illinois Bell Telephone Company d/b/a Ameritech Illinois, Its authorized agent"

By: 

By: 

Date: November 6, 2000

Date: NOV 13 2000

Title: Vice President - Legal

Title: President - Industry Markets

* Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

* "The Parties acknowledge that on January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Bd.*, 119 S. Ct. 721 (1999) and on June 1, 1999 issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999). In addition, the Parties acknowledge that on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). If this Agreement is inconsistent with any order rendered by the FCC, state regulatory agency, or a court of competent jurisdiction, Ameritech may, by providing written notice to Requesting Carrier, require that any affected provision of this Agreement be deleted or renegotiated as applicable, in good faith and Agreement be amended accordingly."

Reciprocal Compensation:

Per Minute of Use
30 days after state commission approval

Figure 1. (Ameritech to Carrier Calls)
For calls originated on Ameritech's network and
Terminated on Carrier's network:

\$0.005318

Figure 2. (Carrier to Ameritech Calls)
For calls originated on Carrier's network and
Terminated to Ameritech's end office via.

Type 2A Service, local call \$0.005318
Type 2B Service, local call \$0.003746

MULTI-PARTY CALLS



Figure 3

Calls originating on Carrier's network
Terminating to a multi-party network
And transiting Ameritech's Type 2A service

Per Minute of use
\$0.005118

REPORT CHARGES:

Figure 1

Ameritech Originating Traffic Report
Per report, per month, per ACNA, per State
Additional copies

\$495.00
\$200.00

Figure 2

Traffic Distribution Report Charges
Per report, per month, per ACNA, per State
Additional copies

no charge
no charge

Figure 4

**Transit Traffic Distribution Report
Wireless to Land
(example)**

Carrier _____

LEC	Monthly Minutes (per 1 MIL.)
General Tel	2,575
Century	16,597
Deerfield Farmers	75,996
Spring-CENTEL	467,260
Lennon	35,746

**AMENDMENT
to the
AGREEMENT FOR RECIPROCAL COMPENSATION FOR CMRS LOCAL
CALLING IN ILLINOIS**

by and between

AMERITECH ILLINOIS

AND

**COOK INLET/VOICESTREAM OPERATING COMPANY, LLC
BY VOICESTREAM PCS BTA I CORPORATION, ITS AGENT
AND VOICESTREAM WIRELESS CORPORATION**

This Amendment is entered into this 3rd day of April, 2002, by and between Illinois Bell Telephone Company d/b/a SBC Ameritech Illinois ("Ameritech"), and Cook Inlet/VoiceStream Operating Company, LLC, by VoiceStream PCS BTA I Corporation, its Agent, and VoiceStream Wireless Corporation (collectively, "Carrier").

WHEREAS, Ameritech and Carrier (individually also "Party"; collectively, the "Parties") have entered into an Agreement known as "Agreement for Reciprocal Compensation for CMRS Local Calling in Illinois" by and between Ameritech and Carrier ("Agreement") dated November 13, 2000;

WHEREAS, the Parties mutually agree there is an immediate need to reach an interim and temporary solution to remedy existing land to mobile traffic congestion that is Carrier specific due to tandem resource limitations in the state of Illinois; and,

WHEREAS, the Parties desire to amend, as set forth herein, the Agreement to address this immediate need.

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 to add Sections 8.4 and 8.5 to the Agreement as follows:

1. The following new Section 8.4 is added to the Agreement:

8.4 Ameritech and Carrier shall provision, on an interim basis, Type 2 Service by a one-way Type 2B trunk group for traffic from Ameritech to Carrier under the following conditions:

- a. When the Parties mutually agree that such one-way Type 2B trunk group is necessary for the delivery of land-to-mobile traffic and to avoid existing congestion of tandem resources, and no other reasonable alternative exists as determined by Ameritech. Each Party may seek reciprocal compensation for traffic delivered over one-way Type 2B trunk groups during the term of this Amendment at the Type 2B Service rate as provided in the Figure 2, Attachment A of the Agreement.
 - b. A Type 2B two-way trunk product is not available; however, if Ameritech offers a Type 2B two-way trunk product, the Parties agree to transition any existing one-way Type 2B trunks to two-way Type 2B trunks within a reasonable period of time, not to exceed six (6) months. Each Party may seek reciprocal compensation for traffic delivered over two-way Type 2B trunk groups during the term of this Amendment at the Type 2B Service rate as provided in the Figure 2, Attachment A of the Agreement.
2. The following new Section 8.5 is added to the Agreement:

8.5 Audits.


- a. Each Party to the Agreement will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved.
- b. Upon reasonable written notice and at its own expense, each Party or its authorized representative (providing such authorized representative does not have a conflict of interest related to other matters involving one of the Parties) shall have the right to conduct an audit of the other Party, which audit shall be limited to the sole purpose of determining compliance with the provisions of this Agreement. Neither Party may request more than one (1) such audit per state within any twelve (12) month period. This includes on-site audits at the other Party's or the other Party's vendor locations.
- c. Each Party, whether or not in connection with an audit, shall maintain reasonable records for a minimum of twelve (12) months and provide the other Party with reasonable access to such information as is necessary to determine amounts receivable or payable under this Agreement.
- d. Each Party's right to access information for audit purposes is limited to data not in excess of twelve (12) months in age.
- e. The audited Party may require the auditing Party to use the services of a third Party independent auditor instead of its own employees for such audit if reasonably necessary to protect confidential information, as defined in the Agreement.

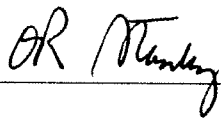
- f. If any audit confirms any undercharge or overcharge, then the audited Party will (i) for any overpayment, promptly correct any billing error, including making refund of any overpayment by the auditing Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of or failure to act by the audited Party, immediately compensate the auditing Party for such undercharge, in each case with interest at the lesser of (a) one and one-half percent (1½%) per month, or (b) the highest rate of interest that may be charged under applicable law, compounded daily, for the number of calendar days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available, as the case may be.
 - g. This Section 8.5 shall only apply to traffic exchanged pursuant to Section 8.4 above.
3. Except as modified herein, the Agreement remains unchanged and the parties reaffirm the terms and provisions thereof as supplemented by this Amendment.
4. This Amendment shall become effective upon approval by the Commission. This Amendment shall run concurrently with the term of the Agreement, including any renewal terms pursuant to Section 9.1 of the Agreement.
5. This Amendment may be executed in multiple counterparts, each of which shall be considered an original and together shall constitute one document. The terms and conditions of this Amendment shall become effective as of the date of signature of the last party to sign ("Effective Date").

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

Cook Inlet/VoiceStream Operating Company, LLC, by Voice Stream PCS BTA I Corporation, its Agent, And VoiceStream Wireless Corporation

***SBC Telecommunications, Inc. as agent for Ameritech Illinois**

By: 
Title: Greg Cisewski
Vice President
Name: Engineering & Operations-Midwest
(Print or Type)
Date: 3/29/02

By: 
Title: President - Industry Markets
Name: O. R. Stanley
(Print or Type)
Date: APR 03 2002

*On January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Board*, 525 U.S. 366 (1999) (and on remand *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000)) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999). In addition, on July 18, 2000, the United States Court of Appeals for the Eighth Circuit issued its opinion in *Iowa Utilities Board v. FCC*, No. 96-3321, 2000 Lexis 17234 (July 18, 2000), which is the subject of a pending appeal before the Supreme Court. In addition, on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), which is the subject of a pending request for reconsideration and a pending appeal. By executing this amendment, SBC Ameritech Illinois does not waive any of its rights, remedies or arguments with respect to any such decisions or proceedings and any remands thereof, including its right to seek legal review or a stay of such decisions and its rights contained in the Interconnection Agreement. SBC Ameritech Illinois further notes that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic* (the "ISP Intercarrier Compensation Order.") By executing this Amendment and carrying out the intercarrier compensation rates, terms and conditions herein, SBC Ameritech Illinois does not waive any of its rights, and expressly reserves all of its rights, under the ISP Intercarrier Compensation Order, including but not limited to its right to exercise its option at any time in the future to invoke the Intervening Law or Change of Law provisions and to

adopt on a date specified by SBC 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.

AMENDMENT
TO INTERCONNECTION AGREEMENT
FOR A WIRELESS SYSTEM

by and between

ILLINOIS BELL TELEPHONE COMPANY
D/B/A AMERITECH ILLINOIS

AND

COOK INLET/VOICESTREAM OPERATING COMPANY, LLC,
BY VOICESTREAM PCS BTA I CORPORATION, ITS AGENT, AND
VOICESTREAM WIRELESS CORPORATION

This Amendment is entered into this _____ day of _____, 2002 by and between Illinois Bell Telephone Company d/b/a Ameritech Illinois ("Ameritech Illinois") and Cook Inlet/VoiceStream Operating Company, LLC, by VoiceStream PCS BTA I Corporation, its Agent and VoiceStream Wireless Corporation ("Carrier") (collectively, the "Parties").

WHEREAS, Ameritech Illinois and Carrier (collectively, the "Parties") have entered into an Agreement known as "Interconnection Agreement for a Wireless System by and between Cook Inlet/VoiceStream Operating Company, LLC, by VoiceStream PCS BTA I Corporation, its Agent and VoiceStream Wireless Corporation and Illinois Bell Telephone Company d/b/a Ameritech Illinois" ("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:

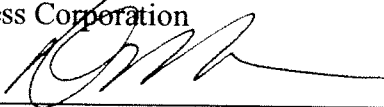
1. Add Appendix-911 (Wireless).
2. Except as modified herein, the Agreement remains unchanged and the parties reaffirm the terms and provisions thereof as supplemented by this Amendment.
3. In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, 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 Inter-carrier 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.

Cook Inlet/VoiceStream Operating Company,
LLC, by VoiceStream PCS BTA I Corporation,
Its Agent, and VoiceStream
Wireless Corporation

BY:  _____

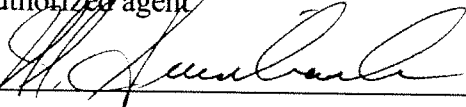
Title: _____
(Print or Type)

David A. Miller
Senior Vice President and General Counsel

Name: _____

Date: 8/30/02

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

By:  _____

Title: President-Industry Markets
(Print or Type)

Name: Mike Auinbauh

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 sever ability; 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

ILLINOIS PRICING – W911

911 Service Establishment Charge – per SR

Non-Recurring \$ 18,913.00

DS1 Charge

Monthly \$ 301.00

Non-Recurring \$ 422.00

AMENDMENT
to the
RECIPROCAL COMPENSATION FOR CMRS LOCAL CALLING IN ILLINOIS
AGREEMENT
by and between
ILLINOIS BELL TELEPHONE COMPANY F/K/A ILLINOIS BELL TELEPHONE
COMPANY DBA AMERITECH ILLINOIS
AND
COOK INLET/VOICESTREAM OPERATING COMPANY, LLC, BY VOICESTREAM
PCS BTA I CORPORATION, ITS AGENT, AND VOICESTREAM WIRELESS
CORPORATION

The Reciprocal Compensation for CMRS Local Calling in Illinois Agreement (“the Agreement”) by and between Illinois Bell Telephone Company f/k/a Illinois Bell Telephone Company dba Ameritech Illinois (“Illinois Bell”) and Cook Inlet/VoiceStream Operating Company, LLC, by VoiceStream PCS BTA I Corporation, its Agent, and VoiceStream Wireless Corporation (“Carrier”), approved by the Illinois Commerce Commission is hereby amended as follows:

1.0 AMENDMENTS TO THE AGREEMENT

1.1 Change the Notices contact in Section 24.0 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
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 Illinois Commerce Commission (IL-CC).

- 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 Inter-carrier 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, Illinois Bell reserves its right to exercise its option at any time in the future to adopt on a date specified by Illinois Bell 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 _____ day of _____, 2002, Illinois Bell, signing by and through its duly authorized representative, and Carrier, signing by and through its duly authorized representative.

**Cook Inlet/VoiceStream Operating
Company, LLC, by VoiceStream PCS BTA I
Corporation, its Agent, and
VoiceStream Wireless Corporation**

**Illinois Bell Telephone Company
By SBC Telecommunications, Inc.,
its authorized agent**

By: _____

By: _____

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Title: President-Industry Markets


Date: _____

Date: _____

AECN/OCN # _____

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 29th day of October, 2002, Illinois Bell, signing by and through its duly authorized representative, and Carrier, signing by and through its duly authorized representative.

**Cook Inlet/VoiceStream Operating
Company, LLC, by VoiceStream PCS BTA I
Corporation, its Agent, and
VoiceStream Wireless Corporation**

By: 

Name: _____

(Print or Type)
David A. Miller

Senior Vice President and General Counsel

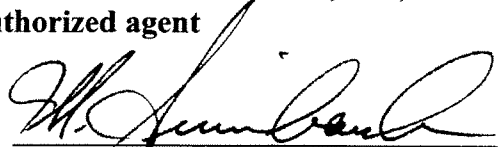
Title: _____

(Print or Type)

Date: 10/21/02

AECN/OCN # _____

**Illinois Bell Telephone Company
By SBC Telecommunications, Inc.,
its authorized agent**

By: 

Name: Mike Auinbauh

(Print or Type)

~~X~~ Title: President-Industry Markets

Date: OCT 29 2002

Amendment To
Agreement For Reciprocal Compensation for CMRS Local Calling in Illinois
By and Between
Illinois Bell Telephone Company
and
Cook Inlet/VoiceStream Operating Company, LLC, by VoiceStream PCS BTA I Corporation, its Agent, And VoiceStream Wireless Corporation

This Amendment to the Agreement For Reciprocal Compensation for CMRS Local Calling in Illinois (the "**Amendment**") is dated as of _____, 2002, by and between Illinois Bell Telephone Company ("TELCO") and T-Mobile USA, Inc. (f.k.a. Cook Inlet/VoiceStream Operating Company, LLC by VoiceStream PCS BTA I Corporation, its Agent and VoiceStream Wireless Corporation), with its principal offices at 12920 SE 38th Street, Bellevue, WA 98006 ("T-Mobile").

WHEREAS, Illinois Bell Telephone Company and Cook Inlet/VoiceStream Operating Company, LLC by VoiceStream PCS BTA I Corporation, its Agent and VoiceStream Wireless Corporation ("VoiceStream") are the parties to that certain "Agreement For Reciprocal Compensation for CMRS Local Calling in Illinois" dated as of November 13, 2000 (the "**Agreement**"); and

WHEREAS, VoiceStream 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 hereby agree as follows:

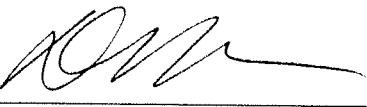
1. The Agreement is hereby amended to reflect the name change from "Cook Inlet/VoiceStream Operating Company, LLC by VoiceStream PCS BTA I Corporation, its Agent and VoiceStream Wireless Corporation" to "T-Mobile USA, Inc."
2. TELCO shall reflect that name change from "Cook Inlet/VoiceStream Operating Company, LLC by VoiceStream PCS BTA I Corporation, its Agent and 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. 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 affirms, represents, and warrants that the OCN for those accounts shall not change from that previously used by VoiceStream 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 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, and labeling (including re-labeling) equipment and facilities with T-Mobile.
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 Inter-carrier 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 Illinois Commerce Commission (IL-CC).

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

T-Mobile USA, Inc.

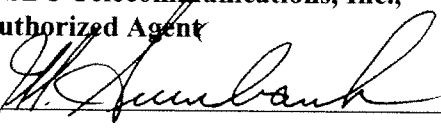
By: 
Name: David A. Miller
Senior Vice President and General Counsel
(Print or Type)

Title: _____
(Print or Type)

Date: 1/6/03

AECN/OCN # _____

Illinois Bell Telephone Company
By: **SBC Telecommunications, Inc.,**
its authorized Agent

By: 
Name: Mike Auinbauh
(Print or Type)

Title: For/ President-Industry Markets

Date: JAN 14 2003

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

Illinois Bell Telephone Company¹ d/b/a SBC Illinois, as the Incumbent Local Exchange Carrier in Illinois, (hereafter, "ILEC" or "SBC Illinois") 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 Illinois, (referred to as "CARRIER"), in order to amend, modify and supersede any affected provisions of their Interconnection Agreement with ILEC in Illinois ("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 Illinois (the "Offer") to exchange traffic on and after September 1, 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 supercede 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 Illinois Bell Telephone Company ("Illinois Bell"), an Illinois corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. Illinois Bell offers telecommunications services and operates under the names "SBC Illinois" and "SBC Ameritech Illinois", pursuant to assumed name filings with the State of Illinois. 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:

September 1, 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 Illinois 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 Illinois 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 Illinois 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 Illinois LATAs.

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

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

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

2.6 ISP-bound Traffic Rebuttable Presumption

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

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

3.0 Reservation of Rights

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

4.0 Miscellaneous

- 4.1 If this Amendment is executed by CARRIER and such executed amendment is received by ILEC on or before September 23, 2003, this Amendment will be effective as of September 1, 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 September 1, 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 September 23, 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 Illinois reserves its right, to the extent SBC Illinois has not already invoked the FCC ISP terminating compensation in SBC Illinois 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 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, 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 7th day of Aug., 2003, by SBC Illinois, signing by and through its duly authorized representative, and CARRIER, signing by and through its duly authorized representative.

T-Mobile USA, Inc.

By: [Signature]
Name: _____
(Print or Type)
Dave Mayo
Vice President, Finance & Planning
Engineering & Technical Operations
Title: _____
(Print or Type)
Date: 7/29/03

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

By: [Signature]
Name: Mike Auinbauh
(Print or Type)
Title: For/ President – Industry Markets
Date: AUG 07 2003

FACILITIES-BASED OCN # _____

ACNA _____

AT&T Wholesale Amendment

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

This Amendment (the "Amendment") amends the T-Mobile USA, Inc. Agreement For Reciprocal Compensation For CMRS Local Calling in Illinois by and between Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, previously referred to as Illinois Bell Telephone Company d/b/a SBC ILLINOIS 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 an Agreement For Reciprocal Compensation For CMRS Local Calling in Illinois under Sections 251 and 252 of the Communications Act of 1996 for Commercial Mobile Radio Service (CMRS), dated October 30, 2001 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 replace Section 22.0 and subsections, "Amendment or Other Changes to the Act; Reservation of Rights," with the following language:

22.0 INTERVENING LAW

This Agreement is the result of negotiations between the Parties and may incorporate certain provisions that resulted from arbitration by the appropriate state Commission(s). In entering into this Agreement and any Amendments to such Agreement and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s) which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and/or otherwise affects the right or obligations of either Party that are addressed by this Agreement, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party in accordance with Section 24 above. With respect to any written notices hereunder, the Parties shall have sixty (60) days from the written notice to attempt to reach agreement on appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications within sixty (60) days from the written notice, any disputes between the Parties concerning such actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement.


2. 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" 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.

3. 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.
4. 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.
5. The Parties agree to replace the Rates Per Minute of Use for Type 2A and 2B in Attachment A 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 Attachment A shall remain the same.
6. 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.
7. For purposes of carriers adopting this Agreement, there shall be no retroactive application of any provision of this Amendment.
8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
9. 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.
10. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
11. 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

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

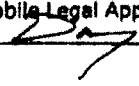
Signature: 

Name: Patrick Doherty
(Print or Type)

Director - Regulatory

Title: _____
(Print or Type)

Date: 7/31/12

T-Mobile Legal Approval By:  2012.07.24
11:10:35
-05'00'

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