

ARKANSAS

**AGREEMENT FOR INTERCONNECTION
AND RECIPROCAL COMPENSATION**

by and between

SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a SBC ARKANSAS

and

**VERIZON WIRELESS TENNESSEE PARTNERSHIP d/b/a VERIZON
WIRELESS**

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**AGREEMENT FOR INTERCONNECTION
AND RECIPROCAL COMPENSATION**

This Interconnection Agreement (this "Agreement") is made between Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas¹, a Texas corporation ("SBC Arkansas") and Verizon Wireless Tennessee Partnership d/b/a Verizon Wireless., and its affiliates ("Carrier") (collectively, the "Parties"). This Agreement shall be effective as of the date specified in Section 17.2 (the "Effective Date").

RECITALS

Whereas, SBC Arkansas is a duly authorized common carrier engaged in providing telecommunications exchange and exchange access services in the State of Arkansas and Carrier is a duly authorized common carrier engaged in providing commercial mobile radio services in the State of Arkansas;

Whereas, the Parties have agreed to connect their facilities and interchange traffic pursuant to the Telecommunications Act of 1996, and other applicable state laws, as telecommunications carriers for the purpose of offering wireless to wireline or wireline to wireless communications service to their respective end users within each MTA in which they operate as provided herein;

NOW THEREFORE, in consideration of these premises and the mutual covenants and agreements hereinafter contained, SBC Arkansas and Carrier hereby covenant and agree as follows:

WHEREAS, in entering into this MFN Agreement, SBC Missouri does not waive, 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), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice as to the Separate Agreement) relating to the following actions, which the Parties have not yet fully incorporated into this MFN Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98 and 98-147 (FCC 03-36) and the FCC's Biennial Review Proceeding; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001) (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of

¹ On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. Southwestern Bell Telephone, L.P. is now doing business in Arkansas as SBC Arkansas

Proposed Rulemaking as to Inter-carrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this MFN Agreement (including any amendments to this MFN Agreement), SBC Missouri shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in the MFN Agreement constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). Notwithstanding anything to the contrary in this MFN Agreement and except to the extent that SBC Missouri has adopted the FCC ISP terminating compensation plan ("FCC Plan") in Missouri in which this MFN Agreement is effective, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this MFN Agreement, these rights also include but are not limited to SBC Missouri's right to exercise its option at any time to adopt on a date specified by SBC Missouri the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this MFN Agreement. It is SBC Missouri's position that this MFN Agreement is subject to the change of law provisions permitted under the Federal Rules except to the extent otherwise expressly provided in the MFN Agreement and also is subject to any appeals involving the MFN Agreement. 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 MFN Agreement and/or otherwise affects the rights or obligations of either Party that are addressed by the MFN Agreement, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). In such event, it is SBC Missouri's position and intent that the Parties immediately incorporate changes from the Separate Agreement, made as a result of any such action into this MFN Agreement. Where revised language is not immediately available, it is SBC Missouri's position and intent that the Parties shall expend diligent efforts to incorporate the results of any such action into this MFN Agreement on an interim basis, but shall conform this MFN Agreement to the Separate Agreement, once such changes are filed with the appropriate state commission. With respect to any Written Notices hereunder, Any disputes between the Parties concerning the interpretations of the actions required or the provisions affected shall be handled under the Dispute Resolution Procedures set forth in this MFN Agreement.

In entering into this MFN Agreement, the Parties acknowledge and agree that neither Party is waiving, and each Party hereby expressly reserves, any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in this MFN Agreement (including intervening law rights asserted by either Party via written notice as to the Separate Agreement), with respect to any orders, decisions, legislation or proceedings and any remands by the FCC, state utility commission, court, legislature or other governmental body including, without limitation, any such orders, decisions, legislation, proceedings, and remands which were issued, released or became effective prior to the Effective Date of this MFN Agreement, or which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review.

WHEREAS, pursuant to Section 252(i) of the Act, for purposes of this Agreement, CLEC has adopted the Interconnection Agreement for the State of Missouri, and the Parties have agreed to other provisions in the Agreement on a "negotiated" basis

WHEREAS, SBC Missouri notes that pursuant to the SBC/Ameritech Merger Conditions, approved by the FCC its Memorandum Opinion and Order, CC Docket 98-141, rel. (October 8, 1999), SBC/Ameritech was obligated to transition the provisioning of certain Advanced Services, as that term is defined in such Conditions, to one or more separate Advanced Services affiliates under certain conditions. Because SBC/Ameritech has transitioned such Advanced Services to its structurally separate affiliate(s), SBC Missouri has no further obligation to make available such Advanced Services for resale or to interconnect its Frame Relay network with CLEC and has no further obligation to make available such Advanced Services for resale or to provision Frame Relay interconnection under the rates, terms and conditions set forth in the MFN Agreement (to the extent applicable).

1. DEFINITIONS

Definitions of the terms used in this Agreement are listed below. The Parties agree that certain terms may be defined elsewhere in this Agreement, as well. Terms not defined shall be construed in accordance with their customary meaning in the telecommunications industry as of the effective date of this Agreement.

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

"Affiliate" means, with respect to a Party, any corporation, partnership, limited liability company or other business entity (1) that owns an equity interest (whether or not controlling), directly or indirectly, in that party or (2) in which the Party owns, directly or indirectly, an equity interest (whether or not controlling).

"Area Wide Calling Plan" or "AWCP" means a billing option available to CMRS providers where the CMRS provider compensates SBC Arkansas for land to

mobile traffic in lieu of toll charges that would normally be billed to SBC Arkansas's end user.

"Call Recording" means the process of retaining detailed information about a call, such as date and time placed, originating and terminating NPA/NXX, and call duration. It does not mean recording or listening to the content of calls.

"Cell Site" means the location of fixed radio transmitting and receiving facilities associated with the origination and termination of wireless traffic from/to a wireless end user and may be used as a point of interconnection to the landline network.

"Collocation" means an arrangement whereby one party's (the "Collocating Party") facilities are terminated in its equipment necessary for interconnection or for access to Network Elements which has been installed and maintained at the premises of a second party (the "Housing Party"). Collocation may be "physical" or "virtual". In "physical collocation", the Collocating Party installs and maintains its own equipment in the Housing Party's premises. In "virtual collocation", the Housing Party installs and maintains the Collocating Party's equipment in the Housing Party's premises.

"Commercial Mobile Radio Service" or "CMRS" has the meaning given to the term in the Act.

"Commission" or "PUC" or "PSC" means the state administrative agency to which the United States Congress or state legislature has delegated authority to regulate the operations of Local Exchange Carriers ("LECs") as defined in the Act.

"Common Channel Signaling" or "CCS" means a method of digitally transmitting call set-up and network control data over a special signaling network fully separate from the public voice switched elements that carry the actual call.

"Connecting Facilities" means dedicated facilities either provided under this Agreement or separate contract used to connect Carrier's network and SBC Arkansas's network for the purpose of interchanging traffic.

"Conversation Time" means the time (in full second increments) that both Parties' equipment is used for a call, measured from the receipt of answer supervision to disconnect supervision.

"End Office" means a local SBC Arkansas switching point at which SBC Arkansas end user station loops are originated and terminated for purposes of interconnection to each other and to the network.

"End User" means, whether or not capitalized, any business, residential or governmental customer of services covered by the Agreement and includes the term "Customer". More specific meanings of either of such terms are dependent upon the context in which they appear in the Agreement and the provisions of the Act.

"Exchange Access" has the meaning given the term in the Act.

"FCC" means the Federal Communications Commission.

"Governmental Authority" means a local, state or federal court, commission, agency, legislative or regulatory body, or instrumentality.

"Interconnection" has the meaning given the term in the Act and refers to the connection of separate pieces of equipment, facilities, or platforms between or within networks for the purpose of transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic.

"Interexchange Carriers" or "IXC" means a telecommunications service provider that provides the for-hire telecommunications service of connecting one exchange to another exchange.

"InterLATA" has the meaning given to the term in the Act.

"InterMTA Traffic" means all calls which originate in one MTA and terminate in another MTA.

"IntraLATA Toll Traffic" means all IntraLATA calls provided by a LEC other than traffic completed in the LEC's local exchange boundary.

"Local Access and Transport Area" or "LATA" has the meaning given to the term in the Act.

"Local Exchange Carrier" or "LEC" has the meaning given to the term in the Act.

"Local Traffic" means, for the purposes of compensation, 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").

"MTA" has the meaning given to the term in 47 CFR Section 24.202(A).

"Mobile Switching Center" or "MSC" means Carrier's facilities and related equipment used to route, transport and switch Wireless Calls to and from the public switched telephone network.

"Network Element" has the meaning given the term in the Act.

"NPA/NXX" means the Numbering Plan Area (three digit area code) and the three digit central office code of a seven digit telephone number.

"NPA/NXX Number Block" means the 10,000 telephone number block, or parts thereof, associated with an NPA/NXX in the North American Numbering Plan.

"Party" means either SBC Arkansas or Carrier, and "Parties" means SBC Arkansas and Carrier.

"Point of Interconnection" or "POI" means a physical location where SBC Arkansas and Carrier interconnect which establishes the technical interface and point(s) for operational division of responsibility.

"Reciprocal Compensation" means the arrangement between two carriers in which each of the two carriers receives symmetrical compensation from the other carrier for the transport and termination on each Carrier's network of Local Traffic that originates on the network of the other carrier.

"Signaling System 7" or "SS7" means a signaling protocol used by the CCS network.

"Signaling Transfer Point" or "STP" means the point where a party interconnects, either directly or through facilities provided by SBC Arkansas, with CCS/SS7 network.

"Synchronous Optical Network" or "SONET" means synchronous, electrical or optical channel connections between telecommunications carriers.

"Tandem" means the following:

"Access Tandem" means a switching system that provides a concentration and distribution function for originating or terminating traffic between end offices, other tandems, and Third Party Providers.

"Wireless Tandem" means a switching system that provides a concentration and distribution function for originating or terminating traffic between wireless MSCs and the landline network and has the software necessary to provide wireless interconnection services.

"Telecommunications" and "Telecommunications Carrier" have the meanings given to those terms in the Act.

"Termination" means the switching of Local Traffic at the terminating Carrier's end office switch, or cell site, and delivery of such traffic to the called party.

"Third Party Provider" shall mean any other facilities-based telecommunications carrier, including, without limitation, interexchange carriers, independent telephone companies, or competitive local exchange carriers providing services over their own facilities or purchasing unbundled network elements from the incumbent LEC or CMRS

providers. The term shall not mean resellers of a LEC's local exchange services or reseller of a CMRS provider's services.

"Transiting Traffic" means intermediate transport and switching of traffic between two parties, one of which is not a Party to this Agreement, carried by a Party that neither originates nor terminates that traffic on its network while acting as an intermediary.

"Transport" or "Common Transport" means the delivery of traffic over an interoffice shared transmission path which carries traffic for a variety of carriers.

"Trunk Group" means a set of trunks of common routing, origin and destination, and which serve a like purpose or function.

"Trunk Side" means a Party's connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity, for example, another SBC Arkansas or Carrier switch. Trunk Side connections offer those transmission and signaling features appropriate for the connection of switching entities.

"V and H Coordinates Method" means the computing of airline miles between two points utilizing an established formula which is based on the vertical and horizontal coordinates of the two points; used for the rating of calls.

"Wireless Calls" means all calls originating from or terminating to the Carrier network.

2. INTERCONNECTION

This Section 2 describes the network architecture with which the Parties to this Agreement may interconnect their respective networks for the transmission and routing of Telephone Exchange Service and Exchange Access as required by Section 251(c)(2) of the Act.

2.1 Interconnection Facilities

2.1.1 Type 1: Facilities which provide a trunk side connection (line side treatment) between Carrier's Mobile Switching Center ("MSC") and a SBC Arkansas end office. Type 1 facilities provide the capability to access all SBC Arkansas end offices within the LATA and Third Party Providers.

2.1.2 Type 2A: Facilities which provide a trunk side connection between Carrier's MSC and a SBC Arkansas Wireless Tandem. Type 2A facilities provide the capability to access all SBC Arkansas end offices within the LATA and Third Party Providers, excluding IXCs.

- 2.1.3 Type 2B: Facilities which provide a trunk side connection between Carrier's MSC and a SBC Arkansas end office. Type 2B facilities provide the capability to access only subscribers served by that end office.
- 2.1.4 Type S: Facilities provisioned to provide out of band signaling between SBC Arkansas STPs and Carrier STPs.
- 2.1.5 Equal Access Facilities: One-way facilities which provide a trunk side connection between Carrier's MSC and a SBC Arkansas Access Tandem. Equal Access Trunks provide the capability to pass interexchange traffic to IXCs.
- 2.1.6 Miscellaneous Facilities: Facilities which provide for the transmission and routing of various types of traffic, such as, 800/888 traffic, 911/E911 traffic, Operator Services traffic and Directory Assistance traffic.
- 2.1.7 Carrier shall provide SBC Arkansas with an annual forecast of intended mobile to land usage for each point of interconnection. For land to mobile traffic, SBC Arkansas shall determine the number of trunks needed to handle the estimated traffic. Type 1 and Type 2A facilities may be either one-way, or two-way (when both Parties agree to share the facility); Type 2B facilities are restricted to one-way mobile to land. For either one-way or two-way facilities, terms and conditions will apply and recurring and nonrecurring charges will be paid by the Party requesting such facilities as specified in Section 7 of the applicable inter- or intrastate special access tariff. When both Parties agree to utilize a two-way facility, charges will be shared by the Parties on a proportional (percentage) basis as specified in Appendix PRICING. The Parties shall review actual billed minutes accrued on shared two-way facilities and modify, six months from the Effective Date and every six months thereafter, the percentages specified in Appendix PRICING.

2.2 Facility Locations

2.2.1 Technical Feasibility

- 2.2.1.1 As required by Section 251 of the Act, Carrier may interconnect with SBC Arkansas's network at any technically feasible point. The Parties acknowledge for purposes of this requirement that the locations listed in Appendix DCO constitute technically feasible points of interconnection for Carrier to pass traffic to SBC Arkansas for transport and termination by SBC Arkansas on its network or for transport to a Third Party Provider.

2.2.1.2 If Carrier requires interconnection at a location not listed in Appendix DCO, then it shall submit a request pursuant to section 7.5.2.

2.2.1.3 The Parties recognize that SBC Arkansas, in its sole discretion, may remove a location from Appendix DCO in the normal course of its business, thus rendering interconnection at the location technically infeasible; provided, however, that SBC Arkansas shall provide Carrier at least 120 days written notice and shall work with Carrier to reestablish the interconnection at another SBC Arkansas location within the 120 days; provided, further, however, that Carrier shall be responsible for any costs associated with the reconfiguration of its own network (except for the re-homing of the facilities, which charge shall be borne by SBC Arkansas). In addition, SBC Arkansas may add a location to Appendix DCO at any time, and shall notify Carrier of such addition in writing, which shall be considered an amendment to Appendix DCO.

2.2.2 Per LATA Requirement

Carrier acknowledges that SBC Arkansas is restricted in its ability to pass traffic from one LATA to another under the Act. As a result, Carrier agrees to interconnect to at least one SBC Arkansas facility in each LATA in which it desires to pass traffic to SBC Arkansas for transport and termination within such LATA. This requirement shall remain in effect until SBC Arkansas, in its reasonable judgment, notifies Carrier in writing that it is no longer subject to InterLATA restrictions.

2.2.3 The parties acknowledge that the terms and conditions specified in this Agreement do not apply to the provision of services or facilities by SBC Arkansas in those areas where SBC Arkansas is not the incumbent LEC.

2.3 Interconnection Methods Available to Carrier

As set forth below, interconnection may be established by means of any, or any combination of (where technically feasible), the following options:

2.3.1 Where requested, and subject to mutually agreed upon terms, a physical network interface may be established between Carrier and SBC Arkansas at one or more Tandem(s), as mutually agreed, using one-way or two-way Type 2A Connecting Facilities for termination of all Wireless Calls destined for any SBC Arkansas End Office that subtends one of SBC Arkansas's Tandems in the LATA; or

2.3.2 Carrier may request that SBC Arkansas establish a direct MSC to End Office Connecting Facility where community of interest and traffic

volumes between their networks reach sufficient levels to warrant such a direct connection. Carrier shall use generally accepted traffic engineering guidelines in determining that such one-way MSC to End Office high usage Trunk Groups between their networks are appropriate.

- 2.3.3 To the extent technically feasible, the Parties may interconnect their networks using Type S Interconnection for CCS ("SS7"). Carrier may establish CCS interconnections either directly or through a third party. SBC Arkansas will make available to Carrier access to SBC Arkansas's CCS network for the purpose of exchanging CCS call set up messages with SBC Arkansas.

2.4 Additional Interconnection Methods Available to Carrier

- 2.4.1 Carrier may provide its own facilities and transport for the delivery of traffic from its network to SBC Arkansas's network. Alternatively, Carrier may purchase an entrance facility and transport from a third party or from SBC Arkansas for the delivery of such traffic. Rates for entrance facilities and transport purchased from SBC Arkansas are specified in Section 7 of the applicable inter or intrastate special access tariffs.
- 2.4.2 Carrier may request virtual collocation from SBC Arkansas at the rates, terms and conditions specified in FCC No. 73, Section 25 and physical collocation as specified in applicable tariffs (or in the absence of applicable tariffs, on an individual case basis.). Alternatively, Carrier may collocate at a SBC Arkansas facility with a third party with whom SBC Arkansas has already contracted for collocation. When Carrier collocates at a SBC Arkansas facility, it shall provide for the transport of traffic from its network to the appropriate interconnection point on SBC Arkansas's network pursuant to section 2.4.1 above. SBC Arkansas shall provide collocation space to Carrier only for equipment used for the purposes of interconnecting to SBC Arkansas's network. If Carrier causes SBC Arkansas to build a collocation cage and then Carrier does not use the facility (or all the facility), Carrier shall reimburse SBC Arkansas as if Carrier was using the entire facility.
- 2.4.3 Carrier may request SONET Based Interconnection ("SBI") pursuant to SBC Arkansas's tariff terms and conditions in FCC No. 73, Section 30.
- 2.4.4 Carrier and SBC Arkansas may share SBC Arkansas interconnection facilities at the rates specified in Section 7 of the applicable inter- or intrastate special access tariff. Charges will be shared by the Parties based on a proportional (percentage) basis as specified in Appendix PRICING.
- 2.4.5 Mid-span Meets. A Mid-Span Meet POI is a negotiated point of connection, limited to the interconnection of facilities between one SBC

Arkansas Tandem or End Office switch and a Carrier MSC. Mid-Span Meet POI shall be accomplished by the Parties through the negotiation of a separate agreement. The Parties agree to negotiate such agreement in good faith. The actual physical point of connection and facilities used will be subject to negotiations between the Parties. Each Party will be responsible for its portion of the build to the Mid-Span Meet POI. No recurring charges for facilities will be assessed by either Party.

2.5 Interconnection Methods Available to SBC Arkansas

- 2.5.1 Carrier locations listed in Appendix DCO constitute technically feasible points of interconnection. Carrier shall provide for SBC Arkansas to pass traffic to Carrier for transport and termination on Carrier's network.
- 2.5.2 If SBC Arkansas requires interconnection at a location not listed in Appendix DCO, then it shall submit a request pursuant to section 7.5.2.
- 2.5.3 SBC Arkansas may provide its own facilities and transport for the delivery of traffic from its network to Carrier's network. Alternatively, SBC Arkansas may purchase an entrance facility and transport from a third party or from Carrier for the delivery of such traffic. Rates for entrance facilities and transport purchased from Carrier are specified in Appendix PRICING.
- 2.5.4 SBC Arkansas may request virtual or physical collocation from Carrier at the rates, terms and conditions mutually agreed upon by the Parties. Alternatively, SBC Arkansas may collocate at a Carrier facility with a third party with whom Carrier has already contracted for collocation. When SBC Arkansas collocates at a Carrier facility, it shall provide for the transport of traffic from its network to the appropriate interconnection point on Carrier's network pursuant to section 2.5.3 above.
- 2.5.5 SBC Arkansas may request SONET Based Interconnection ("SBI") pursuant to terms and conditions mutually agreed upon by the Parties.
- 2.5.6 Carrier and SBC Arkansas may share Carrier interconnection facilities at the rates specified in Appendix PRICING. Charges will be shared by the Parties based on a proportional (percentage) basis as specified in Appendix PRICING.
- 2.5.7 As set forth below, interconnection may be established by means of any, or any combination of, the following options:
 - 2.5.7.1 Where requested, and subject to mutually agreed upon terms, a physical network interface may be established between SBC

Arkansas and Carrier at one or more MSC(s), as mutually agreed, using one-way or two-way Type 2A Connecting Facilities for termination.

2.5.7.2 To the extent technically feasible, the Parties may interconnect their networks using Type S Interconnection for CCS ("SS7"). SBC Arkansas may establish CCS interconnections either directly or through a third party. Carrier will make available to SBC Arkansas access to Carrier's CCS network for the purpose of exchanging CCS message with Carrier.

2.5.8 Mid-span Meets. A Mid-Span Meet POI is a negotiated point of connection, limited to the interconnection of facilities between one SBC Arkansas Tandem or End Office switch and a Carrier MSC. Mid-Span Meet POI shall be accomplished by the Parties through the negotiation of a separate agreement. The Parties agree to negotiate such agreement in good faith. The actual physical point of connection and facilities used will be subject to negotiations between the Parties. Each Party will be responsible for its portion of the build to the Mid-Span Meet POI. No recurring charges for facilities will be assessed by either Party.

2.6 Unbundled Network Elements

SBC Arkansas will offer Network Elements to Carrier on an unbundled basis on rates, terms and conditions that are just, reasonable, and nondiscriminatory in accordance with the Federal Act and applicable State regulations or orders for the provision by Carrier of a wireless telecommunications service.

3. TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE PURSUANT TO SECTION 251 (C)(2)

This Section 3 provides the terms and conditions for the exchange of traffic between the Parties' respective networks for the transmission and routing by the Parties of Local Traffic, and Transiting Traffic.

3.1 Basic Terms

3.1.1 Mobile to Land Traffic

3.1.1.1 Carrier shall be responsible for the delivery of traffic from its network to SBC Arkansas's network for the transport and termination of such traffic by SBC Arkansas to a SBC Arkansas end user or for delivery by SBC Arkansas to a Third Party Provider.

- 3.1.1.2 Unless Carrier elects to provision its own facilities, SBC Arkansas shall provide the physical plant facilities that interconnect Carrier's network with SBC Arkansas's network. SBC Arkansas shall provision mobile to land connecting facilities for Carrier under the terms and conditions specified in Section 7 of the applicable inter- or intrastate access tariff.

3.1.2 Land to Mobile Traffic

- 3.1.2.1 SBC Arkansas shall be responsible for the delivery of traffic from its network to the appropriate point of interconnection (within the serving wire center boundary of the end office in which the tandem, providing the Type 2A interconnection is located, or within the serving wire center boundary of the end office providing the Type 1 interconnection) on its network for the transport and termination of such traffic by Carrier to a Carrier end user.

- 3.1.2.2 Unless SBC Arkansas elects to have Carrier or a third party provision facilities, SBC Arkansas shall provide the physical plant facilities that interconnect SBC Arkansas's point of interconnection with Carrier's point of interconnection. SBC Arkansas shall be responsible for the physical plant facilities to the appropriate point of interconnection (within the serving wire center boundary of the end office in which the tandem, providing the Type 2A interconnection is located, or within the serving wire center boundary of the end office providing the Type 1 interconnection) on its network.

3.1.3 Traffic To Third Party Providers

Carrier and SBC Arkansas shall compensate each other for traffic that transits their respective systems to any Third Party Provider, as specified in Appendix PRICING. The Parties agree to enter into their own agreements with Third Party Providers. SBC Arkansas agrees that it will not block traffic involving Third Party Providers with whom Carrier has not reached agreement. In the event that Carrier does send traffic through SBC Arkansas's network to a Third Party Provider with whom Carrier does not have a traffic interchange agreement, then Carrier agrees to indemnify SBC Arkansas for such traffic pursuant to Section 18 of this Contract.

3.1.4 Transiting Traffic Factor

The Parties have agreed upon the land to mobile transiting traffic factor specified in Appendix PRICING paragraph 2.3, which represents the

percentage of land to mobile minutes which will be considered as transiting minutes. The Parties have agreed to use the factor developed as a reasonable representation of the land to mobile traffic which is originated by a Third Party Provider and transits SBC Arkansas's network. This factor will be used to reduce the total minutes delivered to Carrier from SBC Arkansas, before the application of the interMTA factor outlined in section 14.2, to determine the minutes subject to reciprocal compensation. SBC Arkansas agrees to review the factor upon Carrier request, but no more often than once every twelve (12) months after the effective date of this Agreement. SBC Arkansas will make the results of the factor development available to Carrier to ensure the Parties are using an accurate transiting traffic factor.

4. TRANSMISSION AND ROUTING OF EXCHANGE ACCESS SERVICE PURSUANT TO SECTION 251 (C)(2)

- 4.1 Carrier may order Equal Access Facilities for the exchange of traffic between Carrier's network and SBC Arkansas's network for switched access to IXC's, thus enabling Carrier end users to access IXC's.
- 4.2 Carrier shall provide SBC Arkansas the appropriate call data to allow SBC Arkansas to bill IXC's for Originating Access as mutually agreed to by the Parties under a separate agreement.

5. TRANSMISSION AND ROUTING OF OTHER TYPES OF TRAFFIC

This section 5 provides the terms for the exchange of 800/888 traffic, 911 /E911 traffic, Directory Assistance traffic and Operator Services traffic from an end user on Carrier's network to SBC Arkansas's network. Miscellaneous (common) Facilities may be utilized for the routing of these types of traffic.

5.1 800/888 Traffic

Carrier may order from SBC Arkansas Miscellaneous Facilities in order to deliver 800/888 traffic from a Carrier end user to SBC Arkansas's network. Such Miscellaneous Facilities shall be used for the transmission and routing of 800/888 traffic to allow Carrier's end users to send calls to SBC Arkansas for completion to IXC's, LEC's other than SBC Arkansas, or SBC Arkansas.

5.2 E911/911 Traffic

With respect to all matters relating to E911/911 traffic, the Parties shall: (i) continue to handle such services as they do today; and (ii) work together to meet any and all applicable requirements mandated under law, including SBC Arkansas tariffs, and rules and regulations of the FCC. The Parties acknowledge and agree that as applicable requirements are met and implemented, additional charges for

E911/911 traffic may apply and shall in no way delay implementation of such requirements. The Parties reserve the right to challenge unreasonable charges in any appropriate forum.

5.3 Directory Assistance

Carrier may order from SBC Arkansas Miscellaneous Facilities in order to deliver Directory Assistance traffic from a Carrier end user to SBC Arkansas's network. Such Miscellaneous Facilities shall be used for the transmission and routing of DA traffic.

5.4 DA Call Completion

Carrier may order dedicated facilities from Carrier's MSC to SBC Arkansas's TOPS tandem for the transmission and routing of DACC traffic.

5.5 Operator Services

Carrier may order from SBC Arkansas Miscellaneous Facilities in order to deliver Operator Services traffic from a Carrier end user to SBC Arkansas's network. Such Miscellaneous Facilities shall be used for the transmission and routing of Operator Services traffic.

6. TECHNICAL REQUIREMENTS AND STANDARDS

6.1 Each interconnection facility provided by one Party to the other Party will meet applicable regulatory performance standards and be at least equal in quality and performance as that which either carrier provides to itself or another telecommunications carrier. A providing Party will provide the ordering Party with the providing Party's Technical Publications or other written descriptions of its interconnection facilities as updated from time to time by the providing Party at its sole discretion to the extent consistent with the Act and subject to this section 6. Such publications will be shared between SBC Arkansas and Carrier with the opportunity to comment by the ordering Party.

6.2 The providing Party will provide its Technical Publications or other written description for each type of interconnection facility offered under this Agreement. The Technical Publication or other description for a type of facility will describe the features, functions and capabilities and a description of scheduled maintenance activity typically provided for the facility as of the time the document is provided to the ordering Party. The providing Party will provide additional information regarding a type of facility to the extent reasonably requested by the ordering Party.

6.3 Nothing in this Agreement will limit either Party's ability to modify its network through the incorporation of new equipment, software, or otherwise. Each Party

will provide the other Party written notice of any such modifications in its network which will materially impact the other Party's service.

- 6.4 Neither Party will use any service provided under this Agreement in a manner that impairs the quality of service to other carriers or to either Party's subscribers. Either Party will provide the other Party notice of said impairment at the earliest practicable time.
- 6.5 Either Party's use of any facilities from the other Party or of its own equipment or that of a third party in conjunction with any of the other Party's facilities shall not materially interfere with or impair service over any facilities of the other Party, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any telecommunications carrier over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, a Party may discontinue or refuse service if the other Party violates this provision, provided that such termination of service will be limited to the interfering Party's use of a facility, where appropriate.

7. PROVISIONING

7.1 General Provisioning Requirements

Each Party shall provide provisioning services to the other as they do for other telecommunications carriers. SBC Arkansas represents that as of the Effective Date of this Agreement, its customer carrier service contact lines are available from 8:30 a.m. to 4:30 p.m. Monday through Friday for placing of orders (excluding legal holidays, subject to Section 19). Carrier represents that as of the Effective Date of this Agreement customer carrier service contact lines are available from 8:30 a.m. to 4:30 p.m. If the Parties for whatever reason change these hours, they shall provide the other Party reasonable notice of such change and agree to consider any requests the other may have for special hours of service.

- 7.2 Each Party shall provide a single point of contact (the "Provisioning SPOC") for all ordering and provisioning contact and order flow involved in the purchase and provisioning of the Party's services.
- 7.3 SBC Arkansas and Carrier acknowledge that the Order and Billing Forum is establishing uniform industry standards for Electronic Interfaces. Until such time as such standards have been developed by the Forum and agreed upon and implemented by SBC Arkansas and Carrier, the Parties shall cooperate with each other to establish mutually agreeable ordering and provisioning procedures for access to each other's systems and databases, including appropriate protections for CPNI.

7.4 Upon execution of this Agreement, the Parties shall establish and maintain a mutually agreeable escalation process through which service ordering and provisioning disputes can be escalated.

7.5 Specific Provisioning Process Requirements.

7.5.1 The Parties agree to provide written confirmation (an "Order Confirmation") within a time interval mutually agreed to by both Parties. The Order Confirmation must contain information regarding critical dates, circuit identification, trunk quantities and order number associated with the request.

7.5.2 All requests for (i) services not specifically enumerated in this Agreement, (ii) services covered by this Agreement for which facilities do not exist, or (iii) facilities, equipment or technologies not, in the providing Party's sole discretion, necessary to fulfill a request under this Agreement, shall be handled as Special Requests ordered without reference to SBC Arkansas tariffs and negotiated by the Parties. The providing Party will provide the ordering Party with a good faith estimate of the costs of each component of such Special Request. Final charges and liabilities will be settled prior to installation of the services requested and will be handled under a separate contract. An ordering Party may cancel a Special Request at any time, but will pay the providing Party's reasonable and demonstrable costs of processing and for implementing the Special Request up to the date of cancellation.

7.5.3 A providing Party will perform pre-testing as per industry standards and will provide to the ordering Party verbally, all test and turn-up results regarding the Connecting Facilities and Network Elements ordered.

7.5.4 As soon as reasonably practicable, a providing Party shall attempt notification of any instances when the ordering Party's Due Dates are in jeopardy of not being met on any order for Connecting Facilities and Network Elements. The Parties shall negotiate a new committed Due Date for the order.

7.5.5 By the end of the order due date, the Parties will perform cooperative testing with each other (including trouble shooting to isolate any problems) to test Connecting Facilities and Network Elements purchased in order to identify any performance problems.

7.5.6 When ordering unbundled Network Elements, Carrier may not specify a combination of elements on one order without specifically detailing the elements in the order.

- 7.6 Due Dates for the installation or conversion of Connecting Facilities and Network Elements covered by this Agreement shall be based on the providing Party's standard intervals, or mutual agreement of the Parties in accordance with the availability of local interconnection facilities and equipment.

8. TROUBLE REPORTING AND MAINTENANCE

8.1 Trouble Reporting

8.1.1 In order to facilitate trouble reporting and to coordinate the repair of Connecting Facilities, Network Elements, or other interconnection arrangements provided by the Parties under this Agreement, the Parties have established a single point of contact for the state in which this Agreement applies (the "SBC Arkansas Interexchange Carrier Center" or "IECC" and the "Carrier Network Operations Center" or "NOC"). The IECC and NOC will be staffed twenty-four hours per day, seven days per week. The Parties shall call the appropriate center to report trouble, to inquire as to the status of trouble tickets in process and to escalate trouble resolution. The Parties may also report troubles by using such automated trouble reporting systems as such systems become available and as mutually agreed upon by the Parties.

8.1.2 A Party may advise the providing Party of the critical nature of inoperative facilities or arrangements and the need for expedited clearance of the trouble. In such cases where a party has indicated the essential or critical need for restoration of the facilities, services or arrangements, the other Party shall use its best reasonable commercial efforts to expedite the clearance of trouble.

8.1.3 In order to escalate resolution of troubles in the facilities, services and arrangements installed under this Agreement, the Parties shall follow the escalation procedures established in section 7.4.

8.2 Maintenance Procedures

8.2.1 The Parties shall provide each other with the same scheduled and non-scheduled maintenance for all Connecting Facilities and Network Elements provided under this Agreement that it currently provides for the maintenance of its own network. Where practicable, the Parties shall provide each other at least sixty (60) days' advance notice of any scheduled maintenance activity which may impact each other's end users.

8.2.2 The Parties agree to jointly develop a detailed description of, and implementation actions for, emergency restoration plans and disaster recovery plans, which shall be in place during the term of this Agreement.

8.2.3 The Parties agree to make a good faith effort to notify each other periodically regarding current status until such time as trouble has been cleared.

8.2.4 Maintenance Quality Standards

Maintenance quality standards shall be subject to review at least semi-annually and subject to modification upon mutual consent of the Parties.

8.2.5 The Parties agree to provide each other a monthly outage report (format to be mutually agreed upon) on reliability of interconnection facilities.

8.2.6 Each Party may request that the other Party provide a written report of the details behind major service outages.

9. CREDIT FOR INTERRUPTION OF SERVICE

9.1 In the event a Party's service is interrupted other than by the gross negligence or willful act of the providing Party, and remains out of order for eight normal working hours or longer after the providing Party has had access to the interrupted Party's premises, appropriate adjustment or refunds shall be made. The amount of adjustments or refund shall be determined on the basis of the known period of interruption, generally beginning from the time the service interruption is first reported. The refund shall be the pro rata part of that month's flat rate charges for the period of days and that portion of the service facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for service. When a service includes more than one communications path, the interruption allowance applies to the paths interrupted. For calculating credit allowances, every month is considered to have 30 days.

9.1.1 The amount of credit to a Party shall be an amount equal to a proration of charges specified in Section 7 of the inter- or intrastate special access tariff for the period during which the facility affected by the interruption is out of service.

9.1.2 A credit shall not be applicable for any period during which the affected Party fails to afford access to the facilities furnished by the other Party for the purpose of investigating and clearing troubles.

9.2 A Party's liability, if any, for its gross negligence or willful misconduct is not limited by this contract. With respect to any other claim or suit for damages arising out of mistakes, omissions, interruptions, delays or errors, or defects in transmission, occurring in the course of furnishing service hereunder, a Party's liability, if any shall not exceed an amount equivalent to the proportionate charge to the other Party for the period of service for which such mistake, omission, interruption, delay or error, or defect in transmission or service occurs and

continues. This liability shall be in addition to any amount otherwise due to the Party under this contract as an allowance for interruptions. However, any such mistakes, omissions, interruptions, delays or errors, or defects in transmission or service which are caused or contributed to by the negligence or willful act of the affected Party or which arises from the use of affected Party-provided facilities or equipment shall not result in the imposition of any liability whatsoever upon the other Party.

- 9.3 When the lines of third party network providers and carriers are used in establishing connections not reached by a Party's lines, such Party is not liable for any act or omission of the other network provider or carrier.
- 9.4 Notwithstanding the above, in the event service is provided over facilities provisioned under separate contract, the terms and conditions of that separate contract will govern.

10. BILLING PROVISIONS

10.1 Recording, Rating and Billing of Interchanged Traffic

10.1.1 Measurement. Measurement of minutes of use over Connecting Facilities under this Agreement shall be in actual Conversation Time seconds. The total Conversation Time seconds over each individual facility will be totaled for the monthly billing cycle and then rounded up to the next whole minute.

10.1.2 Billing and Call Recording. Each Party will record its terminating minutes of use including identification of the originating and terminating NXX for all intercompany calls. SBC Arkansas and Carrier shall each perform the necessary Call Recording and rating for its respective portions of an interchanged call. Each Party shall be responsible for billing and collection from their respective end users. Each Party shall use procedures that record and measure actual usage for purposes of providing invoices to the other Party pursuant to this Agreement. When recording and measurement by a Party of actual usage is not reasonably feasible, the Parties agree to mutually develop billing alternatives in lieu of actual usage recordings.

10.1.3 Invoices for Charges. Not later than thirty (30) days following the end of each monthly billing cycle, the Parties shall deliver to each other an invoice reflecting the charges due from the other Party for facilities and usage attributable to the month covered by such billing cycle. Facilities charges will be billed in advance for the following period. Usage charges will be billed in arrears for the preceding period. All invoices shall be due and payable within thirty (30) days following the invoice date, or the next bill date, whichever comes first.

10.1.4 Late Charges.

If the entire amount billed, exclusive of any amount disputed, is received by the billing Party after the payment due date or if any portion of the payment is received by the billing Party in funds which are not immediately available to the billing Party, then a late payment charge will apply to the unpaid balance. The late payment charge will be equal to the lesser of.

The highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily and applied for each month or portion thereof that an outstanding balance remains; or 0.000657 per day, compounded daily and applied for each month or portion thereof that an outstanding balance remains.

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

10.1.6 Lost or Destroyed Usage Data: In the event that either Party's data is lost, damaged or destroyed and cannot be recovered, and this results in its inability to determine actual usage, the Parties shall agree upon an estimate of the amount of revenue lost based on the Party's average monthly usage in the preceding three (3) months in which data is available and shall use the agreed data for settlement of compensation among themselves.

11. **VERIFICATION REVIEWS**

11.1 Each Party will be responsible for the accuracy and quality of its data as submitted to the other Party. Upon reasonable written notice, each Party or its authorized representative (providing such authorized representative does not have a conflict of interest related to other matters before one of the Parties) shall have the right to conduct a review and verification of the other Party to give assurances of compliance with the provisions of this Agreement. This includes on-site verification reviews at the other Party's or the Party's vendor locations.

11.2 Verification reviews may be conducted on a semi-annual basis. The review will consist of an examination and verification of data involving records, systems, procedures and other information related to the services performed by either Party as related to settlement charges or payments made in connection with this Agreement as determined by either Party to be reasonably required. Each Party,

whether or not in connection with an on-site verification review, shall maintain reasonable records for a minimum of six (6) months and provide the other Party with reasonable access to such information as is necessary to determine amounts receivable or payable under this Agreement.

- 11.3 The Parties' right to access information for verification review purposes is limited to data not in excess of six (6) months in age. Once specific data has been reviewed and verified, it is unavailable for future reviews; provided however that any items not reconciled at the end of a review will be subject to a follow-up review effort; provided further that any retroactive adjustments required subsequent to previously reviewed and verified data will also be subject to follow-up review. Information of either Party involved with a verification review shall be subject to the confidentiality provisions of this Agreement.
- 11.4 The Party requesting a verification review shall fully bear its costs associated with conducting a review. The Party being reviewed will provide access to required information, as outlined in this section, at no charge to the reviewing Party. Should the reviewing Party request information or assistance beyond that reasonably required to conduct such a review, the Party being reviewed may, at its option, decline to comply with such request or may bill actual costs incurred in complying subsequent to the concurrence of the reviewing Party.

12. NUMBERING ISSUES

12.1 Access to Numbering Resources

Carrier shall have access to numbering resources in the same fashion and cost as they are provided to other Telecommunications Carriers, according to Central Office Code (NXX) Assignment Guidelines. Carrier may either pay SBC Arkansas the sum of \$350 per NXX in exchange for SBC Arkansas's input of required data necessary to update the Local Exchange Routing Guide ("LERG") on Carrier's behalf, or Carrier may perform its own LERG updates at its own cost. SBC Arkansas shall not be liable for any losses or damages arising out of errors, defects, or failures associated with the input of Carrier's data into the LERG other than direct damages; provided, however, that Carrier's direct damages shall not exceed the amount of the charges paid to SBC Arkansas by Carrier for LERG input under this Agreement. Only to the extent that Carrier provides incorrect information to SBC Arkansas, Carrier agrees to defend, indemnify and hold harmless SBC Arkansas from any and all losses, damages, or other liabilities, including attorneys' fees, that it may incur as a result of claims, demands, or other suits brought by any party that may arise out of the data submitted and/or the input of that data into the LERG by SBC Arkansas. Carrier shall defend against all end user claims just as if Carrier had performed its own input into the LERG.

- 12.2 Carrier and SBC Arkansas shall apply the same NPA/NXX Code relinquishment and conservation guidelines to the other Party according to Central Office Code (NXX) Guidelines.

12.3 Local Dialing Parity and IntraLATA Toll Dialing Parity

SBC Arkansas agrees that local dialing parity will be available to Carrier in accordance with the Act. SBC Arkansas agrees to make IntraLATA toll dialing parity available in accordance with Section 271(e) of the Act.

13. ACCESS TO RIGHTS OF WAY

SBC Arkansas will provide Carrier nondiscriminatory access to poles, ducts, conduits, and rights-of-way on rates, terms, and conditions that are consistent with the Federal Telecommunications Act, and the Pole Attachment Act, 47 U.S.C. Section 224. SBC Arkansas has prepared a Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way so as to comply with the Pole Attachment Act and applicable rules, regulations and commission orders, including prior rulings of the Arkansas Commission in interconnection arbitration proceedings. Carrier may execute the Master Agreement as a stand alone agreement or as an integral part of this interconnection Agreement. SBC Arkansas will continue to negotiate specific contract language with Carrier if Carrier elects to execute the Master Agreement on an interim basis only.

14. CHARGES FOR THE INTERCHANGE OF TRAFFIC

For purposes of this section, the determination of the location of the origination and termination points of a call shall be made by referencing the V and H Coordinates of the originating/terminating SBC Arkansas NPA/NXX (End Office) and the V and H Coordinates of the geographic location of Carrier's originating or terminating Cell Site.

14.1 Compensation for Local Traffic

The Parties shall provide each other symmetrical, Reciprocal Compensation for the transport and termination of Local Traffic (i.e., telecommunications traffic between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the MTA) at the rates specified in Appendix PRICING. SBC Arkansas shall compensate Carrier for the transport and termination of Local Traffic originating on SBC Arkansas's network; Carrier shall compensate SBC Arkansas for the transport and termination of Local Traffic originating on Carrier's network.

- 14.1.1 Exclusions: Compensation for Local Traffic as described above shall not apply to any other traffic or services, including without limitation interMTA traffic; Transiting Traffic; traffic which neither originates nor

terminates on Carrier's network; Area Wide Calling Plan traffic; and Paging Traffic.

14.2 InterMTA Traffic

For the interchange of interMTA traffic (i.e., for traffic that originates in one MTA and terminates in another), rates shall apply as follows:

14.2.1 For mobile to land interMTA traffic, Carrier shall pay SBC Arkansas the interMTA rates specified in Appendix Pricing. The Parties agree that any rate changes associated with interstate switched access services will flow through to the interMTA rates specified in Appendix Pricing.

14.2.2 When land to mobile interMTA traffic is less than 3% of the total land to mobile traffic, no compensation shall be due to either Party by the other. When land to mobile interMTA traffic exceeds 3%, Carrier agrees to compensate SBC Arkansas at the interMTA rates specified in Appendix Pricing for the actual percentage of traffic (including the initial 3%). The Parties agree that any rate changes associated with interstate switched access services will flow through to the interMTA rates specified in Appendix Pricing. Carrier makes this agreement without waiving argument in the future as to appropriate treatment of land to mobile interMTA traffic.

14.2.3 InterMTA Factor

The Parties have agreed upon the interMTA factor specified in Appendix PRICING, which represents the percent of total minutes to be billed interstate access charges. Carrier represents that the factor is based on a reasonable traffic analysis. Six months after the Effective Date of this Agreement, and every 6 months thereafter, Carrier shall conduct a reasonable traffic study (available to SBC Arkansas on request) to ensure the Parties are using an accurate interMTA factor.

14.2.3.1 Examples

Following are two examples of traffic for which Carrier shall be required to pay access charges. They are examples only and in no way shall be deemed limiting or exhaustive of the applicability of access charges under this Agreement.

14.2.3.1.1 When a SBC Arkansas end user calls a Car SBC Arkansas rier end user (a land to mobile call), SBC Arkansas delivers the call to Carrier, and Carrier transports the call across MTA boundaries (directly, or through an IXC

where SBC Arkansas is not receiving access charges from the IXC), access charges shall apply to Carrier only if the total land to mobile interMTA traffic exceeds 3% in accordance with Section 14.2.2. ("Originating Interstate Switched Access")

- 14.2.3.1.2 When a Carrier end user calls a SBC Arkansas end user (a mobile to land call), the call crosses MTA boundaries, and Carrier transports the call across MTA boundaries, access charges shall apply to Carrier ("Terminating Interstate Switched Access").

14.2.4 Limitation

If traffic is handed from SBC Arkansas directly to an IXC, or from an IXC directly to SBC Arkansas, access charges shall not apply to Carrier.

14.3 True Up

14.3.1 Local termination and transit rates

Upon completion of *In the Matter of AT&T Communications of the Southwest Inc.'s Petition for Arbitration of Unresolved Issues with Southwestern Bell Telephone Company, Pursuant to Section 252(b) of the Telecommunications Act of 1996*, Docket No. 96-395-U, and any ancillary proceedings that may arise from that proceeding, the applicable results shall be incorporated into the calculation of the rates to be charged for local termination and transit under this Agreement. The Type 1 and 2A rate under this Agreement shall be the sum of the rate elements for tandem switching, transport and end office switching established in the pending proceeding, as adjusted by the routing factors outlined in the Appendix PRICING. This formula for calculation, including the routing factors, of the Type 1, 2A, 2B and transit rates shall be as specified in the Appendix PRICING.

- 14.3.2 Subject to this paragraph, the change in rate shall take effect when the order adopted by the Commission setting the permanent rate elements in Docket No. 96-395-U becomes final and appealable. Further, the new rate shall be applied retroactively to the traffic exchanged between the Parties from and after the date this Agreement is signed by the Parties. The retroactive application of the rate shall be accomplished in one lump sum payment due 60 days after the order becomes final. The only circumstance under which application of new rates and true-up will be postponed is if SBC Arkansas appeals the Commission's order setting rate elements, and obtains an injunction or a stay. In such event, the true-up will occur at the

culmination of any appeal on which the injunctive relief is premised. In that event, the ultimate result of the appeal shall be incorporated into the local termination and transit rates applicable under this Agreement, both prospectively and retroactively back to the effective date of this Agreement. If injunctive relief is neither sought nor obtained by SBC Arkansas, the true-up shall occur irrespective of the status or outcome of any appeals of the order.

14.3.3 Other changes. In addition to any injunctive relief associated with an appeal of the Commission proceeding setting rates for AT&T and others, the Parties recognize that the law applicable to the local termination and transit rates established by this Agreement may change in the future due to changes in legislation or agency proceedings or rules. To the extent the Parties can agree that those changes are applicable to the rates established by this Agreement, the effect of the changes may be incorporated into the rates either prospectively, or retrospectively and prospectively, as the applicable change shall require.

14.4 Other Services. The charges for the following Other Services provided by SBC Arkansas to Carrier are set forth below.

14.4.1 911 and Enhanced 911: SBC Arkansas shall make its network available to Carrier for the termination of 911 calls at the same rate as for other telecommunications carriers. Enhanced 911 services, once required of Carrier, will be negotiated at that time and the terms and conditions for such services shall be described in a separate agreement to be mutually agreed upon between the Parties.

14.4.2 Intrastate Directory Assistance: Intrastate directory assistance shall be provided to Carrier at the rates specified in Appendix PRICING.

14.4.3 Call Completion: At Carrier's request, in connection with the provision of directory assistance service, SBC Arkansas will provide caller optional directory assistance call completion service at the rates specified in Appendix PRICING. Local interconnection rates apply for the duration of automatically completed calls.

14.4.4 Billed Number Screening: Billed Number Screening shall be available to prevent billing of inward calls to Carrier on a received-collect or third-number basis. There are no charges associated with this service.

14.4.5 Operator-Assisted Calls: SBC Arkansas shall make its network available to Carrier for operator-assisted calls, including "0+" and "0-" calls. SBC Arkansas shall collect whatever information is required to complete and provide billing data for such operator assisted calls.

14.4.6 Signaling: SBC Arkansas will provide at Carrier's request, Signaling System 7 ("SS7") in order to allow out of band signaling in conjunction with the exchange of traffic between the Parties' respective networks. SS7 Signaling may be provided in conjunction with Type 1 land to mobile traffic, or with Type 2A interconnecting facilities only. When SBC Arkansas provides SS7 services directly to Carrier, SBC Arkansas shall provide such services at the rate specified in Appendix PRICING. This rate is for the use of SBC Arkansas's STP in the provisioning of mobile to land traffic. Charges for STP Access Links and Port Terminations used to connect Carrier's STP and SBC Arkansas's STP shall be shared by the Parties based on the proportional (percentage) basis as specified in Appendix PRICING and at rates specified in Section 23 of FCC Tariff No. 73.

14.4.7 Area Wide Calling Plan

Area Wide Calling Plan (AWCP) is an optional reverse billing arrangement which may be requested by Carrier. This optional service permits SBC Arkansas's end users to call certain Carrier end users from any location within the LATA without incurring an additional charge, i.e., no "toll" charges are applied to the SBC Arkansas end user.

14.4.7.1 Subscribing to the AWCP, Carrier agrees to incur a per minute of use charge for all land to mobile calls, which terminate outside of the local calling scope of the SBC Arkansas local exchange, as defined by the Intrastate Local Exchange Tariff, serving the SBC Arkansas end user who originated the call.

14.4.7.2 The charges for this service are as specified in Appendix PRICING. Mileage charges shall be calculated or measured using the V&H coordinates method. Mileage will be determined by calculating the airline distance from the calling party's end office to the Carrier point of interconnection.

14.4.7.3 AWCP will be provisioned using a SBC Arkansas provided dedicated one-way land to mobile Type 2A Connecting Facility established solely for the completion of AWCP calls, at no charge to Carrier.

14.4.7.4 No AWCP usage charges will apply for calls which originate and terminate within the local calling scope of the SBC Arkansas local exchange, as defined by the Intrastate Local Exchange Tariff, serving the SBC Arkansas end user who originated the call. The V&H coordinates associated with the AWCP NXX and the SBC Arkansas end office which serves the end user who originated the call will be used in

determining the applicability of AWCP per minute of use charges.

- 14.4.7.5 Carrier agrees not to charge SBC Arkansas for transport and termination of any call associated with an AWCP, when the call is terminated outside of the local calling scope of the SBC Arkansas local exchange serving the SBC Arkansas end user who originated the call.

15. PAYMENT AND COLLECTION OF TAXES

This Section 15 applies only to taxes or other governmental assessments which may become due with respect to resold services or with respect to the provision of Unbundled Network Elements pursuant to Section 2.6. The payment and collection of taxes and other governmental assessments on services and facilities other than those on the provision of Unbundled Network Elements or on services provided for resale shall be governed by applicable law.

- 15.1 With respect to purchases of services or facilities for resale or with respect to purchase of Unbundled Network Elements pursuant to Section 2.6 of this Agreement, if any Federal, State or Local government tax, fee, surcharge, or other tax-like charge (a "Tax") is required or permitted by the applicable law or ordinance to be collected from a purchasing Party by the providing Party, then (subject to the purchasing Party's rights under Section 15.4 and 15.5), (i) the providing Party will bill the purchasing party for such Tax, as a separately stated item, (ii) the purchasing Party will timely remit the amount billed to the providing Party, and (iii) the providing Party will remit the collected Tax to the applicable taxing authority.
- 15.2 If the applicable law excludes or exempts a purchase of services under this Agreement from a Tax, and if the applicable law also provides an exemption procedure, such as an exemption certificate requirement, then, subject to this Section 15, if the purchasing Party complies with the exemption procedure, the providing Party will not collect the Tax during the effective period of the exemption.
- 15.3 If the applicable law excludes or excepts a purchase of services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect the Tax if the purchasing Party furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the applicable law which allows the exemption.
- 15.4 If the providing Party does not collect a Tax because the purchasing Party asserts that it is not responsible for the tax, or is otherwise excepted from the obligation to pay the Tax, and the purchasing Party is later determined to be wrong in that assertion by a court or other governmental body with jurisdiction of the subject

matter, then, as between the providing Party and the purchasing Party, the purchasing Party will be liable for the uncollected Tax and any interest or penalty due or assessed on the uncollected Tax by the applicable taxing authority or governmental entity.

- 15.5 With respect to any Tax or Tax controversy covered by this Section 15, the purchasing Party will be entitled to contest, pursuant to applicable law, and at its own expense any Tax that it is alleged to be obligated to pay. Without limiting the generality of the foregoing, the purchasing Party particularly reserves the right to assert any right it may deem itself to have under the Act, Section 252(c), or to contest the proposition that the allocation of the proposed Tax burden by the providing party to the purchasing Party is unlawful. The purchasing Party will be entitled to the benefit of any refund or recovery resulting from a contest of the Tax. The providing Party will cooperate in any such contest. 15.6 If either Party is audited by a taxing authority or other governmental entity the other Party agrees to cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner.

16. MOST FAVORED NATIONS CLAUSE; CONTRACTUAL CHANGES, MODIFICATIONS AND AMENDMENTS

16.1 Section 252(i) Obligations

SBC Arkansas shall make available any agreement for interconnection, services, or network elements between SBC Arkansas and a wireless carrier in the State of Arkansas (which agreement is either negotiated or arbitrated pursuant to the FTA) (a "Third Party Agreement"). Carrier shall have the option to avail itself of the rates, terms and conditions of the Third Party Agreement in its entirety without picking and choosing less than all of the provisions of the agreement. SBC Arkansas shall amend this Agreement to allow Carrier to avail itself of the differing rates, terms or conditions in accordance with the effective rules of the FCC. If Carrier desires to avail itself of a Third Party Agreement, it shall provide SBC Arkansas written notice of such desire, and the Parties shall be deemed to have adopted the Third Party Agreement, in place of this Agreement, thirty (30) days following SBC Arkansas's receipt of Carrier's notice.

17. TERM, TERMINATION AND EFFECTIVE DATE

- 17.1 Term: This Agreement shall be in effect for two (2) years from the Effective Date hereof, and shall be automatically renewed for successive six-month terms unless either Party notifies the other in writing, at its sole discretion, of its intention to terminate this Agreement at least sixty (60) days prior to the end of the initial term or any successive terms or this Agreement is otherwise terminated in accordance with the terms hereof. If the Parties cannot agree on substitute terms and conditions within the sixty (60) day period, either Party may initiate negotiations and ultimately, arbitration pursuant to the timelines and other requirements of the

Act. In the event that such notice to terminate is given, the terms of this Agreement shall govern while Parties attempt to negotiate substitute terms and conditions (including during any arbitration proceeding). Notwithstanding the foregoing, this Agreement may be terminated at any time by the mutual written consent of Carrier and SBC Arkansas. If for whatever reason this Agreement is terminated, the Parties shall maintain interconnections.

17.2 Effective Date

The Parties shall effectuate all the terms of this Agreement within 30 days upon final approval of this Agreement by the relevant state Commission when it has determined that this Agreement is in compliance with Section 252 of the Act; provided, however, the Parties agree to make arrangements to pay one another for the period from the date of signing of this Agreement to the date on which both parties can implement changes in their respective billing system, not to exceed sixty days, and going forward consistent with this Agreement.

- 17.3 Termination Due to Breach: Either Party may terminate this Agreement upon thirty (30) days written notice of a breach of this Agreement by the other Party to this Agreement, which breach remains uncured for such thirty (30) day period after written notice of the breach by the non-breaching Party to the breaching Party.

18. LIABILITY AND INDEMNITY

- 18.1 Neither Party assumes any liability for any act or omission of the other in the furnishing of its service to its subscribers solely by virtue of entering into this Agreement.
- 18.2 To the extent not prohibited by law or inconsistent with the other terms of this Agreement, each Party shall indemnify the other Party and hold it harmless against any loss, costs (including, but not limited to reasonable attorneys fees and costs at trial and on appeal, if any), claims, injury, or liability relating to any third-party claim arising out of any act or omission of the indemnifying Party, or its employees, officers, agents, servants, or contractors in connection with the indemnifying party's performance under this Agreement, breach of any applicable law, rule or regulation, for actual or alleged infringement of any patent, trademark, copyright, service mark, trade name, trade secret or intellectual property right, now known or later developed, or for failure to perform under this Agreement, regardless of the form or action ("Claims"). The indemnifying Party under this section shall defend any legal proceeding brought against the other Party, either individually or jointly with the indemnified Party, arising out of or relating to any such Claim.
- 18.3 The indemnified Party shall notify the other Party promptly, in writing, of any Claims, legal proceedings, or demands for which the other Party is responsible under this section and shall cooperate in every reasonable way to facilitate the

defense or settlement of such Claims. The indemnifying Party shall not be liable under this section for settlement by the indemnified Party of any Claim, legal proceeding, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the Claim, legal proceeding, or demand tendered to it in writing, and has failed to assume such defense within thirty (30) days after defense is tendered to it by the indemnified Party. In the event of such a failure to assume the defense, the indemnifying Party shall be liable for any reasonable cash settlement not involving any admission of liability by the indemnifying Party, though such settlement may have been made by the indemnified Party without approval of the indemnifying Party, it being the Parties' intent that no settlement involving a nonmonetary concession by the indemnifying Party, including an admission of liability by such Party, shall take effect without the written approval of the indemnifying Party.

- 18.4 To the extent described below, each Party also agrees to indemnify and save the other Party harmless from Claims, legal proceedings or demands that may be made by persons furnished by the indemnifying Party or by any of its subcontractors, under worker's compensation laws or similar statutes. The indemnified Party agrees to notify the indemnifying Party promptly, in writing, of any Claims, demands or legal proceedings for which it is claimed that the indemnifying Party is responsible and to cooperate in every reasonable way to facilitate defense or settlement of Claims. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof, provided that there is no liability by the indemnified Party.

18.5 OSHA Requirements

Carrier and SBC Arkansas agree to abide by and to undertake the duty of compliance on behalf of the other with all federal, state and local laws, safety and health regulations relating to one Party's activities at the other Party's facilities, and to indemnify and hold the other Party harmless for any judgments, citations, fines, or other penalties which are assessed against such Party as the result solely of the first Party's failure to comply with any of the foregoing.

18.6 NO CONSEQUENTIAL DAMAGES

NEITHER SBC ARKANSAS NOR CARRIER SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTY), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF

WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY RELEASES THE OTHER PARTY (AND SUCH OTHER PARTY'S SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS) FROM ANY SUCH CLAIM. NOTHING CONTAINED IN THIS SECTION WILL LIMIT SBC ARKANSAS'S OR CARRIER'S LIABILITY TO THE OTHER FOR (i) WILLFUL OR INTENTIONAL MISCONDUCT (INCLUDING GROSS NEGLIGENCE); OR (ii) BODILY INJURY, DEATH, OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY SBC ARKANSAS OR CARRIER'S NEGLIGENT ACT OR OMISSION OR THAT OF THEIR RESPECTIVE AGENTS, SUBCONTRACTORS OR EMPLOYEES, NOR WILL ANYTHING CONTAINED IN THIS SECTION LIMIT THE PARTIES' INDEMNIFICATION OBLIGATIONS, AS SPECIFIED HEREIN.

18.7 Each Party agrees to reimburse the other for damage to premises or equipment resulting from the installation, maintenance or removal of facilities, services or arrangements if caused by other than normal wear and tear and if caused by negligence or willful misconduct of the indemnifying Party.

18.8 Except as otherwise provided in this Agreement, each of the remedies provided under this Agreement is cumulative and is in addition to any remedies that may be available at law or in equity.

18.9 Limitation of Liability

With respect to any claim or suit for damages arising out of mistakes, omissions, defects in transmission, interruptions, failures, delays or errors occurring in the course of furnishing any service hereunder, the liability of the Party furnishing the affected service, if any, shall not exceed an amount equivalent to the proportionate charge to the other Party for the period of that particular service during which such mistake, omission, defect in transmission, interruption, failures, delay or error occurs and continues. No such limitation of liability shall apply, however, if the cause of the claim is due to the gross negligence or willful misconduct of the Party furnishing the service.

18.10 Carrier understands that it is responsible for obtaining any license or right-to-use agreement associated with a network element purchase from SBC Arkansas, and further agrees to provide SBC Arkansas, prior to using any such network elements, with either: (1) a copy of the applicable license or right-to-use agreement (or letter from the licensor attesting as such); or (2) an affidavit signed by Carrier attesting to the acquisition of any known and necessary licensing and right-to-use agreements. SBC Arkansas agrees to provide a list of all known and necessary licenses or right-to-use agreements applicable to the subject network element(s) within seven days of a request for such a list by Carrier. SBC Arkansas agrees to use its best efforts to facilitate the obtaining of any necessary

license or right-to-use agreement. In the event such an agreement is not forthcoming for a network element ordered by Carrier, the parties commit to negotiate in good faith for the provision of alternative elements or services.

Both Carrier and SBC Arkansas agree to defend at the other's request, to indemnify and hold each other harmless, together with each of its officers, directors, employees, and agents (each, an "Indemnatee") against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment, or settlement of any nature or kind, known or unknown, liquidated or applicable to the subject network element(s) within seven days of a request for such a list by Carrier. SBC Arkansas agrees to use its best efforts to facilitate the obtaining of any necessary license or right-to-use agreement. In the event such an agreement is not forthcoming for a network element ordered by Carrier, the parties commit to negotiate in good faith for the provision of alternative elements or services.

19. EXCUSABLE DELAYS (FORCE MAJEURE CONDITIONS)

Neither Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body; or labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; or any other circumstances beyond the Party's reasonable control. In such event, the Party affected shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its best efforts to avoid or remove the cause of non-performance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

20. CONFIDENTIALITY AND PROPRIETARY INFORMATION

- 20.1 For the purposes of this Agreement, confidential information ("Confidential Information") means all information of a Party (the "Discloser") or another party whose information the Discloser has in its possession under obligations of confidentiality, in whatever form transmitted, relating to business plans or operations, network design, systems and procedures and/or the sale, purchase and use of services, and end user specific information, which is disclosed by the Discloser or its affiliates to the other Party (the "Recipient") or its affiliates. The Recipient agrees (i) to use Confidential Information only for the purpose of performing under this Agreement, (ii) to hold it in confidence and disclose it to no one other than its employees having a need to know for the purpose of performing

under this Agreement, and (iii) to safeguard it from unauthorized use or disclosure using at least the same degree of care with which the Recipient safeguards its own Confidential Information. If the Recipient wishes to disclose the Discloser's Confidential Information to a third-party agent or consultant, such disclosure must be agreed to in writing by the Discloser, and the agent or consultant must have executed a written agreement of nondisclosure and nonuse comparable in scope to the terms of this section.

- 20.2 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies will be subject to the same restrictions and protections as the original and will bear the same copyright and proprietary rights notices as are contained on the original.
- 20.3 The Recipient agrees to return all Confidential Information in tangible form received from the Discloser, including any copies made by the Recipient, within thirty (30) days after a written request is delivered to the Recipient, or to destroy all such Confidential Information if directed to so by Discloser except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement; the Recipient shall certify destruction by written letter to the Discloser. If either Party loses or makes an unauthorized disclosure of the other Party's Confidential Information, it will notify such other Party immediately and use its best efforts to retrieve the lost or wrongfully disclosed information.
- 20.4 The Recipient shall have no obligation to safeguard Confidential Information: (i) which was in the possession of the Recipient free of restriction prior to its receipt from the Discloser; (ii) after it becomes publicly known or available through no breach of this Agreement by the Recipient; (iii) after it is rightfully acquired by the Recipient free of restrictions on its disclosure; or (iv) after it is independently developed by personnel of the Recipient to whom the Discloser's Confidential Information had not been previously disclosed. In addition, either Party will have the right to disclose Confidential Information to any mediator, arbitrator, state or federal regulatory body, or a court in the conduct of any mediation, arbitration or approval of this Agreement, or in an action to enforce its rights under this Agreement, so long as, in the absence of an applicable protective order, the Discloser has been promptly notified by the Recipient and so long as the Recipient undertakes all lawful measures to avoid disclosing such information until Discloser has had reasonable time to negotiate a protective order with any such mediator, arbitrator, state or regulatory body or a court, and complies with any protective order that covers the Confidential Information.
- 20.5 The Parties recognize that an individual end user may simultaneously seek to become or be an end user of both Parties. Nothing in this Agreement is intended to limit the ability of either Party to use end user specific information lawfully obtained from end users or sources other than the Discloser.

- 20.6 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination.
- 20.7 Except as otherwise expressly provided elsewhere in this Agreement, no license is hereby granted under any patent, trademark, or copyright, nor is any such license implied solely by virtue of the disclosure of any Confidential Information.
- 20.8 Each Party agrees that the Discloser may be irreparably injured by a disclosure in breach of this Agreement by the Recipient or its representatives and the Discloser will be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach or threatened breach of the confidentiality provisions of this Agreement. Such remedies will not be deemed to be the exclusive remedies for a breach of this Agreement, but will be in addition to all other remedies available at law or in equity.
- 20.9 The terms and conditions of the Mutual Confidentiality and Nondisclosure Agreement entered into by the Parties on November 6, 1996 shall continue in full force and effect, notwithstanding this section.

21. PUBLICITY

- 21.1 The Parties agree not to use in any advertising or sales promotion, press release or other publicity matter any endorsement, direct or indirect quote, or picture implying endorsement by the other Party or any of its employees without such Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all publicity matters that mention or display one another's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied.
- 21.2 Neither Party will offer any services using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of the other Party or its affiliates without the other Party's written authorization.

22. TRADEMARKS AND TRADE NAMES

Nothing in this Agreement will grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever, absent written consent of the other Party.

23. LAW ENFORCEMENT AND CIVIL PROCESS

SBC Arkansas and Carrier shall handle law enforcement requests as follows:

- 23.1 Intercept Devices: Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When

either Party receives a request associated with an end user of the other Party, it shall refer such request to the Party that serves such end user, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's facilities, in which case that Party shall comply with any valid request.

23.2 Subpoenas: If a Party receives a subpoena for information concerning an end user the Party knows to be an end user of the other Party it shall refer the subpoena back to the requesting Party with an indication that the other Party is the responsible company, unless the subpoena requests records for a period of time during which the Party was the end user's service provider, in which case the Party will respond to any valid request.

23.3 Law Enforcement Emergencies: If a Party receives a request from a law enforcement agency for a temporary number change, temporary disconnect or one way denial of outbound calls for an end user of the other Party by the receiving Party's switch, that Party will comply with any valid emergency request. However, neither Party shall be held liable for any claims or damages arising from compliance with such requests on behalf of the other Party's end user and the Party serving such end user agrees to indemnify and hold the other Party harmless against any and all such claims.

24. EXECUTION/CONSTRUCTION

24.1 Execution: This Agreement may be executed in any number of counterparts all of which together shall constitute a single agreement.

24.2 Construction:

24.2.1 All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the identity of the person or persons or entity may require. All section titles, headings or captions contained in this Agreement are for convenience only and shall not in any way limit or otherwise affect the meaning or interpretation of any of the terms hereof.

24.2.2 This Agreement is the joint work product of representatives of SBC Arkansas and Carrier. For convenience, it has been drafted in final form by one of the Parties; accordingly, in the event of ambiguities, no inferences will be drawn against either Party solely on the basis of authorship or drafting of this Agreement.

24.3 Waiver

The failure of either Party to enforce or insist that the other Party comply with the terms or conditions of this Agreement, or the waiver by either Party in a particular

instance of any of the terms or conditions of this Agreement, shall not be construed as a general waiver or relinquishment of the terms and conditions, but this Agreement shall be and remain at all times in full force and effect.

25. REGULATORY JURISDICTION/INTERVENING LAW

25.1 This Agreement is entered into as a result of both private negotiation between the Parties and arbitration by the Commission, acting pursuant to the Act, applicable State laws and/or the Commission's Rules. Subject to the terms and conditions delineated in Section 14 of this Agreement, if the actions of the state or federal legislative bodies, courts, or regulatory agencies of competent jurisdiction invalidate, modify, or stay the enforcement of laws or regulations that were the basis for a provision of the contract required by the Arbitration Award approved by the PUC, the affected provision will be invalidated, modified, or stayed as required by action of the legislative body, court, or regulatory agency. In such event, the Parties shall expend diligent efforts to arrive at an agreement respecting the modifications to the Agreement required. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions will be resolved pursuant to any remedy available under law provided that the Parties may mutually agree to use the dispute resolution process provided for in this Agreement.

25.2 In the event a court or regulatory agency of competent jurisdiction should determine that modifications of this Agreement are required to bring the services being provided hereunder into compliance with the Act, the affected Party shall promptly give the other Party written notice of the modifications deemed required. Upon delivery of such notice, the Parties shall expend diligent efforts to arrive at an agreement respecting such modifications required, and if the Parties are unable to arrive at such agreement within sixty (60) days after such notice, either Party may seek any remedy available to it under law provided the Parties may mutually agree to invoke the dispute resolution process set forth in this Agreement.

26. LAW GOVERNING AGREEMENT/COMPLIANCE WITH LAWS

26.1 This Agreement shall be governed by the laws of the State of Arkansas, except insofar as federal law may control any aspect of this Agreement in which case federal law will control.

26.2 Each Party warrants that it has obtained all necessary jurisdictional certification and licenses required in those jurisdictions in which either Party has ordered services pursuant to this Agreement.

26.3 The Parties shall be responsible for obtaining and keeping in effect all Federal Communications Commission, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the

performance of its obligations under this Agreement. The Parties shall reasonably cooperate with each other in obtaining and maintaining any required approvals.

27. LIMITATION OF ACTION

No arbitration demand or other judicial or administrative action, regardless of form, arising out of the transaction(s) under this Agreement may be brought by either Party more than two (2) years after the cause of action arises.

28. ARBITRATION

28.1 Alternative to Litigation

The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedure as their sole remedy with respect to any controversy or claim of \$25,000 or less, arising out of or relating to this Agreement or its breach.

28.1.1 Resolution of Disputes Between Parties to the Agreement

At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The Parties intend that these negotiations be conducted by nonlawyer, business representatives. The location, form, frequency, duration and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of settlement are exempt from discovery and production and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

28.1.2 Arbitration

28.1.2.1 If the negotiations do not resolve the dispute within sixty (60) days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American

Arbitration Association. A Party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each Party may submit in writing to a Party, and that Party shall so respond, to a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following: interrogatories; demands to produce documents; requests for admission. Not less than fourteen (14) days prior to the arbitration hearing, the Parties shall exchange witness and exhibit lists. Each Party is also entitled to take the oral deposition of one representative of the other Party.

28.1.2.2 Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within sixty (60) days of the demand for arbitration. The arbitration shall be held in the state in which the cause of action or dispute arose. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties shall submit written briefs five days before the hearing. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The arbitrator has no authority to order punitive or consequential damages. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

28.1.3 Costs

Each Party shall bear its own costs of these procedures, and shall equally split the fees of the arbitration and the arbitrator; provided, however, that the arbitrator may assign costs to the Party demanding arbitration upon a finding that such Party brought a frivolous cause of action or claim. A Party seeking discovery shall reimburse the responding Party for the costs of production of documents (including search time and reproduction costs).

29. **ASSIGNMENT/SUCCESSORS**

29.1 Neither this Agreement nor any interest of the Parties hereunder, nor the use of any of the facilities furnished by the Parties hereunder, may be assigned or in any manner transferred by either Party without the prior written consent of the other. An assignment by either Party to a parent, subsidiary or an affiliate of that Party

for the continued provisioning of wireless telecommunications service shall not be considered an assignment requiring prior approval under this Agreement.

- 29.2 Except as otherwise provided herein, this Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

30. SEVERANCE

In the event any provisions of this Agreement shall be held to be invalid, illegal and/or unenforceable, those provisions shall be severed from the Agreement and the remainder of this Agreement shall be unimpaired and continue in full force and effect; provided, however, that if the severing of a provision makes this Agreement in its entirety impossible to perform, the Agreement shall be terminated in accordance with the provisions of this Agreement.

31. COLLECTION COSTS AND COSTS OF LEGAL ACTION

Subject to the provisions of this Agreement, if either Party successfully pursues (or defends against) any collection activities against (or by) the other Party for unpaid service charges or prevails in any legal or equitable action (excluding arbitration) for any alleged violation of this Agreement, the prevailing Party, at the discretion of the judge, shall be reimbursed all or a portion of the costs of the collection or legal activities, including reasonable attorneys' fees and any related court and other costs.

32. THIRD-PARTY BENEFICIARIES

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

33. RELATIONSHIP OF THE PARTIES

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

34. NOTICES

- 34.1 Unless otherwise specifically provided herein, any notices or other communications required or permitted to be given or delivered under this Agreement (other than trouble reports and notices of interruption) shall be in writing and shall be delivered in one of the following manners: (1) by hand, (2) by overnight delivery service, (3) by deposit in the United States mail, postage prepaid, or (4) by confirmed facsimile transmission with a copy also sent by overnight delivery or by mail as provided above, return receipt requested, addressed as follows:

To SBC Arkansas:

Director - Wireless Services
One Bell Center, Rm. 7-Z- 1
St. Louis, MO 63101

To Carrier:

Charon Phillips, Regulatory Counsel
1300 I Street, NW, Suite 400 West
Washington, D.C. 20005

24 Hour Network Management Contact:

For SBC Arkansas:

1-800-662-2163
1-800-982-7447
1-800-472-1175

For Carrier:

800-852-2671

- 34.2 Any such notice or other communication shall be deemed to be given when received. Any Party may specify a different address by notifying the other Party in writing of such different address in the manner provided in this section.

35. COMPLETE TERMS

This Agreement together with its appendices and exhibits constitutes the entire agreement between the Parties and supersedes all prior discussions, representations or oral understandings reached between the Parties. Appendices and exhibits referred to herein are deemed attached hereto and incorporated by reference. Neither Party shall be bound by any amendment, modification or additional terms unless it is reduced to writing signed by an authorized representative of the Party sought to be bound.

36. SURVIVAL

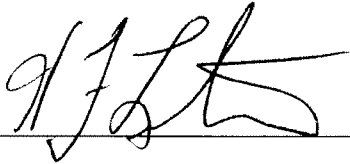
Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a Party under the provisions regarding indemnification, Confidential Information, limitations on liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, will survive cancellation or termination thereof.

If this Agreement is acceptable to Carrier and SBC Arkansas, both Parties will sign in the space provided below. This Agreement shall not bind Carrier and SBC Arkansas until executed by both Parties.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION.

Verizon Wireless Tennessee Partnership d/b/a
Verizon Wireless

Signature: _____



Name: **Hans F. Leutenegger**

(Print or Type)

Title: **Area VP - Network**

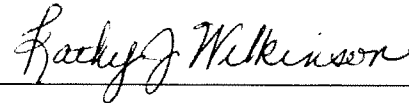
(Print or Type)

Date: _____

12-1-04

Southwestern Bell Telephone, L.P. d/b/a SBC
Arkansas by SBC Telecommunications, Inc., its
authorized agent

Signature: _____



Name: _____

Kathy J. Wilkinson

(Print or Type)

Title: _____

For/

Senior Vice President -

Industry Markets & Diversified Businesses

Date: _____

12-8-2004

ARKANSAS
APPENDIX PRICING

Usage Charges

1 Rates

1.1 Interim Rates

1.1.1 For an interim period, that is, from the date of execution of this Interconnection Agreement until the date identified in paragraph 1.2.5 below, the mutual, reciprocal rate for transport and termination of mobile to land and land to mobile local traffic shall be \$.009 per minute of use for Type 2A and Type 1 interconnections and \$.004 per minute of use for Type 2B interconnections between the Parties. The rate for Transiting Traffic shall be \$.003 per minute of use, regardless of the type of interconnection between the Parties.

1.1.2 The interim rates established under paragraph 1.1 shall be subject to the true-up provisions of Section 14 of the Interconnection Agreement.

1.2 Factor Study and Revised Rates

1.2.1 Prior to June 1, 1997, SBC Arkansas and other Parties formed a joint working group. The task assigned to the working group was to develop a comparison, in which all Parties involved have confidence, of the usage of the SBC Arkansas network and its individual end office, transport, and tandem switching functions by CMRS providers and by competitive local exchange carriers (CLECs) respectively, with a purpose to develop factors

for use in developing transport, termination and transit rates. The factors should be designed to be useful to develop a combined Type 1/ Type 2A rate, a Type 2B rate, and a rate for Transiting Traffic. The work of the joint working group shall be completed by December 1, 1997.

1.2.2 The working group should consider the following issues related to their task:

1.2.2.1 A statistically valid sampling methodology for both CMRS originated and CLEC originated traffic.

1.2.2.2 Whether or not it makes a difference if the CMRS is connected to one or more than one tandem in a local exchange.

1.2.2.3 Other items which may affect the results or the validity of the study.

1.2.3 The factors produced by the joint working group shall be used to develop revised rates. The revised combined rates for transport and termination of local traffic using Type 1 and Type 2A connections shall be developed using the end office switching, tandem switching and transport prices from the proceeding referenced in Section 14.3.2 of the Interconnection Agreement, and applicable end office switching, tandem switching and transport factors based on data weighted as to the relative call volume handled over Type 1 and Type 2A connections. The Type 2B rate shall be the end office switching price from the proceeding referenced in Section

14.3.2 of the Interconnection Agreement. The rate for Transiting Traffic shall be the sum of the transport and tandem switching prices from the proceeding referenced in Section 14.3.2 of the Interconnection Agreement multiplied by the applicable factors.

- 1.2.4 The revised rates shall be implemented on the later of the date on which the conditions of Section 14.3.2 of the Interconnection Agreement have been satisfied or January 1, 1998 (the "Implementation Date"). The revised rates shall apply to traffic exchanged in the first full billing period which begins after the Implementation Date, and shall be billed prospectively thereafter. The revised rates shall also be applied retroactively to all traffic exchanged between the Parties since the date of execution of this Interconnection Agreement. Payment of amounts due under the revised, retroactively applicable rates shall be made in one lump sum, due 60 days after the Commission's order becomes final.

2.0 InterMTA Traffic

2.1 InterMTA Rates

- 2.1.1 InterMTA Rate to be paid to SBC Arkansas by Carrier on interMTA Mobile to

Land calls:

\$.022463

- 2.1.2 InterMTA Rate to be paid to SBC Arkansas by Carrier on interMTA Land to Mobile calls only if and when the total percentage of land to mobile interMTA calls exceed 3%:

\$.022463

2.2 InterMTA Traffic Factor

2%

2.3 Transiting Traffic Factor

10.7%

3.0 Directory Assistance

3.1 Directory Assistance Per Call Rate

Per Call \$.2975

Transport Per Call

0-1 mile	\$.003561
>1 to 25 miles	\$.004304
>25 to 50 miles	\$.010164
>50 miles	\$.017547

3.2 Directory Assistance Call Completion

3.2.2 Per Completed Call \$.20

3.2.3 Operator Service Circuits

In addition to the Per Call Rates, Carrier must establish facilities between the Carrier MSC and SBC Arkansas's TOPS tandem. Prices can be found in Section 7 of Interstate/Intrastate Access Service Tariff.

4.0 Area Wide Calling Plan (all AWCP minutes are to be reported to the Arkansas Carrier Common Line Pool)

4.1 AWCP per MOU

Local Switching \$.008759

Local Transport
0-1 mile \$.005616

>1 to 25 miles	\$.006831
>25 to 50 miles	\$.016414
>50 miles	\$.027273

- 4.2 A nonrecurring charge of \$4,658.50 applies to arrange a new AWCP NXX code or to convert an existing NXX code to an AWCP.

5.0 Signaling System 7("SS7")

Use of SBC Arkansas's STP

Rate per million octets	\$2.39
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- 6.0 For purposes of allocating appropriate SBC Arkansas nonrecurring and recurring facilities charges, the presumed traffic split, subject to semi-annual review and possible adjustment shall be 80% mobile to land and 20% land to mobile. These factors represent the percentage of the facility rates that each party will pay for each shared Interconnection Facility.

7.0 Carrier Provided Connecting Facility Rates

To be provided when available on an individual case basis, once a bona fide request for such an arrangement is received by Carrier from SBC Arkansas.

8.0 Miscellaneous Nonrecurring Charges

Maintenance of Service

Basic Time	1st 1/2 hr.	\$26.24	Ea. add'l 1/2 hr.	\$21.32
Overtime	1st 1/2 hr.	\$31.65	Ea. add'l 1/2 hr.	\$26.73
Premium Time	1st 1/2 hr.	\$31.65	Ea. add'l 1/2 hr.	\$26.73

Access Order Charge	Switched	\$17.00
	Special	\$14.00

Design Change	\$32.96
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Service Date Change	\$14.77
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ACNA Change	\$22.00 per trunk group
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BAN Change \$22.00 per billing account number

CKT ID Change \$22.00 per trunk group

Additional Engineering

Basic Time	1st 1/2 hr.	\$34.59	Ea. add'l 1/2 hr.	\$24.97
Overtime	1st 1/2 hr.	\$41.37	Ea. add'l 1/2 hr.	\$31.75

Additional Labor Rates

Installation Basic Time	1st 1/2 hr.	\$36.35	Ea. add'l 1/2 hr.	\$26.73
Installation Overtime	1st 1/2 hr.	\$41.77	Ea. add'l 1/2 hr.	\$32.15
Testing & Mtce. Basic Time	1st 1/2 hr.	\$30.93	Ea. add'l 1/2 hr.	\$21.32
Testing & Mtce. Overtime	1st 1/2 hr.	\$36.35	Ea. add'l 1/2 hr.	\$26.73

Supersede	Switched	\$17.00
	Special	\$14.00

Cancellation Charge No. of business days from order application through the order cancellation multiplied by the average daily charge of the service ordered, plus the access order charge.

Rollover Charges A rollover is a Carrier initiated move that involves a change of a Point of Termination from an existing service within the same Carrier premises. The nonrecurring charge associated with the installation of that service applies when Carrier requests a rollover.

AMENDMENT**To Agreement for Interconnection and Reciprocal Compensation****by and between****Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas****and****Verizon Wireless Tennessee Partnership d/b/a Verizon Wireless**

The Agreement for Interconnection and Reciprocal Compensation ("the Agreement") by and between Southwestern Bell Telephone L.P.¹ d/b/a SBC Arkansas ("SBC Arkansas") and Verizon Wireless Tennessee Partnership d/b/a Verizon Wireless ("Carrier") (collectively, the "Parties:") is hereby amended as follows:

WHEREAS, SBC Arkansas and the Carrier entered into an Interconnection Agreement that was approved by the Arkansas Public Utility Commission on February 2, 2005; and,

WHEREAS, the Parties now wish to amend that Interconnection Agreement to revise usage rates for the transport and termination of Local and Transiting Traffic in the Appendix pricing;

NOW, THEREFORE, the parties hereby agree as follows:

- (1) The parties agree that the Interconnection Agreement shall be amended by substituting the rates described in Paragraph 2 below for the rates in Paragraph 1.1 of Appendix Pricing,.
- (2) The Carrier and SBC Arkansas agree that Paragraph 1.1 (including sub-paragraphs) of Appendix Pricing is deleted and replaced with the rates for transport and termination of Local and Transiting Traffic as noted following:

1.1 Usage rates for the transport and termination of Local Transiting

1.1.1 Mobile to land interconnection Rates Per Minute of Use

Type 2A	Type 1	Type 2B	<u>Transiting</u>
\$0.006393	\$0.006393	\$0.004759	\$0.001634

1.1.2 Land to mobile Interconnection Rates Per Minute of Use

All Interconnection Types	<u>Transiting</u>
\$.006393	\$0.001634

- (3) The above rates result from the application of rate elements established through negotiations pursuant to the Act, which led to a partial agreement that was then submitted to an arbitration conducted pursuant to orders of the Federal Communications Commission (FCC) which adopted rules implementing the Act. The FCC rules and the state commission orders in that arbitration are and/or may be the subject of various appeals. The parties recognize and agree that, in the event of any administrative, regulatory, legislative or judicial order, rule opinion or other legal action which revises or modifies the Parties' rights and/or obligations pertaining to any matter contained in the underlying arbitrated interconnection agreement or this Amendment, including particularly the rate elements used to develop the prices listed in Paragraph V above and the Carrier's right or option to choose to

¹ On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. Southwestern Bell Telephone, L.P. is now doing business in Arkansas as SBC Arkansas

purchase pursuant to those prices, the relevant provisions of the revised Appendix Pricing, the underlying Agreement and this Amendment, as applicable, shall likewise be revised or modified to be consistent with such subsequent development and the parties will expend diligent efforts to implement such changes.

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

(5) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

(6) In entering into this Amendment 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), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Inter-carrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), **SBC-13STATE** shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and Carrier's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). Notwithstanding anything to the contrary in the Agreement and this Amendment and except to the extent that **SBC-13STATE** has adopted the FCC ISP terminating compensation plan ("FCC Plan") in an **SBC-13STATE** state in which this Agreement is effective, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to **SBC-13STATE's** right to exercise its option at any time to adopt on a date specified by **SBC-13STATE** the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. 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 this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications 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 interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

(5) This Amendment shall be filed with and is subject to approval by the Public Utility Commission and shall become effective ten (10) days following approval by such Commission.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this _____ day of _____, 2005, by Southwestern Bell Telephone L.P. d/b/a SBC Arkansas, signing by and through its duly authorized representative, and Carrier, signing by and through its duly authorized representative.

Verizon Wireless Tennessee Partnership d/b/a
Verizon Wireless

By: 9/7 LK

Name: Hans Leutenegger
(Print or Type)

Title: HANS F. LEUTENEGGER
AREA VICE PRESIDENT
NETWORK, SOUTH AREA
(Print or Type)

Date: 6/14/05

FACILITIES-BASED OCN # 6805

ACNA EBA

Southwestern Bell Telephone L.P. d/b/a SBC
Arkansas by SBC Operations, Inc., its authorized
agent

By: M. Auinbauh

Name: Mike Auinbauh
(Print or Type)

Title: AVP-Local Interconnection Marketing

Date: JUN 17 2005

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a SBC ARKANSAS
AND
VERIZON WIRELESS TENNESSEE d/b/a VERIZON WIRELESS**

Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas¹, as the Incumbent Local Exchange Carrier in Arkansas, (hereafter, "ILEC") and Verizon Wireless Tennessee d/b/a Verizon Wireless as a Commercial Mobile Radio Service ("CMRS") provider in Arkansas, (referred to as "CARRIER"), in order to amend, modify and supersede any affected provisions of their Interconnection Agreement with ILEC in Arkansas ("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").

1.0 Scope of Amendment

- 1.1 ILEC made an offer to all telecommunications carriers in the state of Arkansas (the "Offer") to exchange traffic on and after July 6, 2003 under Section 251(b)(5) of the Act pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) ("FCC ISP Compensation Order") which was remanded but not vacated in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).
- 1.2 The purpose of this Amendment is to include in CARRIER's Interconnection Agreement the rates, terms and conditions of the FCC's interim ISP terminating compensation plan for the exchange of ISP-bound traffic lawfully compensable under the FCC ISP Compensation Order ("ISP-bound Traffic") and traffic lawfully compensable under Section 251(b)(5) ("Section 251(b)(5) Traffic").
- 1.3 This Amendment is intended to 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 ISP Terminating Compensation Plan

- 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 Compensation Rate Schedule

- 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 rebuttable presumption in Section 2.6. In addition, the amount and the types of traffic compensable under this amendment, at the rates set forth in this amendment, are subject to the growth caps in Section 2.3 and the new market restrictions in Section 2.4. The growth caps set forth in section 2.3, and the new market restrictions set forth in section 2.4, are applicable from the Effective Date set forth in Section 1.1 of this Amendment through October 8, 2004.

¹ On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. Southwestern Bell Telephone, L.P. is now doing business in Texas as SBC Texas OR in Arkansas as SBC Arkansas OR in Kansas as SBC Kansas OR in Missouri as SBC Missouri OR in Oklahoma as SBC Oklahoma.

2.2.2 The Parties agree to compensate each other for the transport and termination all ISP-bound Traffic and all Section 251(b)(5) Traffic on a minute of use basis, at \$.0007 per minute of use.

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 Arkansas ISP-bound Traffic minutes of use based upon the 1st Quarter 2001 ISP-bound Traffic minutes for which LEC was entitled to compensation under its Arkansas 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
January 1, 2004 through October 8, 2004	Year 2002 compensable ISP-bound minutes
October 9, 2004 and beyond	No cap

Notwithstanding anything contrary herein, in Calendar Year 2004, CLEC and ILEC agree that ISP-Bound Traffic exchanged between CLEC and ILEC that exceeds Year 2002 compensable ISP-bound minutes during the period from January 1, 2004 through October 8, 2004 shall be subject to a Bill and Keep arrangement.

2.3.2 For the period beginning with the Effective Date set forth in Section 1.1 through October 8, 2004, ISP-bound Traffic minutes that exceed the applied growth cap will be subject to a Bill and Keep arrangement. "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.

2.3.3 ISP traffic exchanged between CLEC and ILEC after October 8, 2004, shall not be subject to a growth cap for the remainder of this agreement.

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

2.4.1 For the period beginning with the Effective Date set forth in Section 1.1 through October 8, 2004, Bill and Keep will be the reciprocal compensation arrangement for all ISP-bound Traffic between CARRIER and ILEC for all LATAs in which CLEC and ILEC had not previously exchanged ISP-bound Traffic prior to April 18, 2001.

2.5 Segregation of Traffic for Billing

2.5.1 Wherever Bill and Keep is the traffic termination arrangement between CARRIER and ILEC up to and including October 8, 2004, both Parties shall segregate the traffic that is subject to a Bill and Keep arrangement 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.

2.6 Limitation of Applicability of Growth Caps and new Market Restrictions

2.6.1 The Growth Cap and New Market Bill and Keep arrangement applies only to ISP-bound Traffic up to and including October 8, 2004, and does not include Optional Calling Area traffic, IntraLATA Interexchange traffic, or InterLATA Interexchange traffic.

2.7 ISP-bound Traffic Rebuttable Presumption

2.7.1 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 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 rates set forth in Section 2.2.2 for Section 251(b)(5) Traffic and ISP-Bound Traffic. 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 The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol ("VoIP") and traffic utilizing in whole or part Internet Protocol technology under the Dispute Resolution provisions of this Agreement, including but not limited, to any rights they may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (Rel. April 21, 2004). The Parties acknowledge that there is an on-going disagreement between LECs and ILEC over whether or not, under the law, VoIP traffic or traffic utilizing in whole or part IP technology is subject to reciprocal compensation or switched access charges. The Parties therefore agree that neither one will argue or take the position before any regulatory commission or court that this Amendment constitutes an agreement as to whether or not reciprocal compensation or switched access charges apply to that traffic or a waiver by either party of their position or their rights as to that issue. The Parties further agree that they each have reserved the right to advocate their respective positions relating to the treatment and compensation for VoIP traffic and traffic utilizing in whole or part Internet Protocol technology before any state commission or the Federal Communications Commission ("FCC") whether in bilateral complaint dockets, arbitrations under Section 252 of the Act, state commission or FCC established rulemaking dockets, or before any judicial or legislative body.

4.0 Miscellaneous

- 4.1 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 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), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC*, *et. al*, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA*

v. FCC, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Inter-carrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), SBC-13STATE shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). Notwithstanding anything to the contrary in the Agreement and this Amendment and except to the extent that SBC-13STATE has adopted the FCC ISP terminating compensation plan ("FCC Plan") in an SBC-13STATE state in which this Agreement is effective, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to SBC-13STATE's right to exercise its option at any time to adopt on a date specified by SBC-13STATE the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. 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 this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications 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 interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for 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 _____ day of _____, 2005, by ILEC, signing by and through its duly authorized representative, and CARRIER, signing by and through its duly authorized representative.

Verizon Wireless Tennessee d/b/a Verizon Wireless

Signature: _____

Name: **HANS F. LEUTENEGGER**
AREA VICE PRESIDENT
NETWORK, SOUTH AREA

Title: _____
(Print or Type)

Date: 6/14/05

FACILITIES-BASED OCN # 6805

ACNA EBA

Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas
by SBC Operations Inc. its authorized agent

Signature: _____

Name: **Mike Auinbaur**
(Print or Type)

Title: AVP-Local Interconnection Marketing

Date: JUN 17 2005

AT&T Wholesale Amendment

**AMENDMENT TO THE AGREEMENT
BETWEEN
VERIZON WIRELESS
AND
SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS**

This Amendment (the "Amendment") amends the Agreement for Interconnection and Reciprocal Compensation by and between Southwestern Bell Telephone Company d/b/a AT&T Arkansas, hereinafter referred to as "AT&T" (previously referred to as Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas) and the Verizon Wireless entities listed on the signature page of this Amendment (previously referred to as Verizon Wireless Tennessee Partnership d/b/a Verizon Wireless) ("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 Interconnection and Reciprocal Compensation in Arkansas under Sections 251 and 252 of the Communications Act of 1996 for Commercial Mobile Radio Service (CMRS), approved February 2, 2005 and as subsequently amended (the "Agreement"); and

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

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

1. The Parties agree to include the following definition of IntraMTA Traffic:

"IntraMTA Traffic" means traffic which, at the beginning of the call, originates and terminates within the same MTA and is exchanged between the End User, end user, Customer, or customer of AT&T and the Carrier's End User, end user, Customer, or customer. All references to Local Traffic, local traffic and/or Section 251(b)(5) Traffic in the Agreement are hereby replaced by the term "IntraMTA Traffic".

2. Effective July 1, 2012, the Parties shall implement bill-and-keep for IntraMTA Traffic exchanged between the Parties over Type 2A, Type 2B or Type 1 interconnection trunks and facilities. Specifically, neither Party shall compensate the other Party for IntraMTA Traffic exchanged between the Parties.
3. In accordance with the schedule in FCC Order 11-161, effective July 1, 2012, for terminating intrastate or interstate InterMTA Traffic, i.e. non-IntraMTA Traffic, Carrier shall pay a blended rate that consists of the average of AT&T's intrastate and interstate rates for the switched network access service rate elements, on a per minute of use basis, which are set forth in each, AT&T's Intrastate Access Services Tariff, and Interstate Access Services Tariff, as those tariffs may be amended from time to time. This provision does not apply to transit traffic.
4. The Parties agree to remove the terminating InterMTA Traffic rate and to replace the rate for Section 251(b)(5) Traffic for Mobile to Land Interconnection Rates Per Minute of Use for Type 2A, Type 1 and Type 2B in Appendix Pricing of the Agreement with the rates contained in Exhibit A attached hereto. IntraMTA Traffic will continue to be referenced as Section 251(b)(5) Calls Transport and Termination in Exhibit A. In all other respects the Appendix Pricing shall remain the same.
5. The Parties agree that the terms and conditions of this Agreement shall apply only to CMRS traffic that, at the beginning of the call, originates from or terminates to a wireless handset via the Carrier.
6. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting Carrier's agreement.




7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
8. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law, or under the intervening law, or regulatory change provisions, in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
9. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
10. This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing ("Amendment Effective Date").

Verizon Wireless Tennessee Partnership
d/b/a Verizon Wireless

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

Cellco Partnership d/b/a Verizon Wireless

Signature: 

Signature: 

Name: Hans Leutenegger
(Print or Type)

Name: Patrick Doherty
(Print or Type)

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

Title: Director - Regulatory
(Print or Type)

Date: 5/23/12

Date: 5-31-12

State	ACNA	CLEC OCN
ARKANSAS	EBA, PPM	6805

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