

**AMENDMENT TO**

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

**Dated as of October 28, 2001**

**by and between**

**AMERITECH MICHIGAN**

**AND**

**VERIZON WIRELESS**

**Pursuant to SBC/Ameritech Merger Condition Order  
for Interconnection**

**by and between**

**THE OHIO BELL TELEPHONE COMPANY d/b/a SBC AMERITECH OHIO**

**AND**

**T-MOBILE USA, INC. f/k/a VOICESTREAM WIRELESS CORPORATION**

**In the State of Ohio**

WHEREAS, T-Mobile USA, Inc. f/k/a VoiceStream Wireless Corporation (“Carrier”) filed a petition for arbitration with the Public Utilities Commission of Ohio (the “Ohio Commission”) in Case No. 02-2719-TP-ARB (the “Arbitration”), requesting to adopt terms of a Michigan interconnection agreement, entitled “Interconnection Agreement for a Wireless System under Sections 251 and 252 of the Telecommunications Act of 1991 dated as of October 28, 2001, by and between Ameritech Michigan and Verizon Wireless,” pursuant to Paragraph 43 of the Federal Communications Commission’s SBC/Ameritech Merger Condition Order dated October 8, 1999, CC Docket No. 98-141 (the “Merger Order”);

WHEREAS, in the Arbitration, Carrier and The Ohio Bell Telephone Company d/b/a SBC Ohio (“SBC Ohio”) disagreed what provisions were adoptable pursuant to the Merger Order from the Michigan interconnection agreement; and,

WHEREAS, the Ohio Commission issued an Order in the Arbitration dated December 19, 2002 (the “Ohio Commission Decision”); and,

WHEREAS, Carrier and SBC Ohio, without waiving their rights to appeal the Ohio Commission Order, enter this Amendment in compliance with the Ohio Commission Decision.

THEREFORE, the Interconnection Agreement (the “Agreement”) by and between SBC Ohio and Carrier is hereby amended as shown below.

1. The first paragraph following the Table of Contents is amended to read:

This Agreement, dated October 28, 2001, (“Effective Date”) is by and between The Ohio Bell Telephone Company d/b/a SBC Ohio (“SBC Ohio” or “Ameritech”) and T-Mobile USA, Inc., a Delaware Corporation with offices located at 12920 SE 38<sup>th</sup> St., Bellevue, WA 98006 (collectively, “Carrier”) for Interconnection for a Commercial Mobile Radio Service provider under Sections 251 and 252 of the Federal Telecommunications Act of 1996 (the “Act”).

2. The clause “WHEREAS, SBC Ameritech is a Local Exchange Carrier in the state of Michigan;” is amended to read:

“WHEREAS, SBC Ohio is a Local Exchange Carrier in the state of Ohio;”

3. The clause “WHEREAS, Carrier, through one or more affiliates, is a Commercial Mobile Radio Service provider operating within the state of Michigan;” is amended to read:

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

4. The clause “WHEREAS, Ameritech and Carrier are Parties to an agreement known as the “Interconnection Agreement for a Wireless System Under Sections 251 and 252 of the

Telecommunications Act of 1996” dated October 28, 1999 (“Prior Agreement”) and intend this Agreement to supersede and replace the Prior Agreement” is amended to read:

“WHEREAS, SBC Ohio and Carrier’s affiliate VoiceStream Central Communications, Inc. f/k/a Aerial Communications, Inc. are Parties to an agreement known as the “Interconnection Agreement for a Wireless System Under Sections 251 and 252 of the Telecommunications Act of 1996” dated September 1997 (“Prior Agreement”) and intend this Agreement to supersede and replace the Prior Agreement.”

5. The definition of “Commission” in the Agreement is amended to read:

“Commission” means the Public Utilities Commission of Ohio.

6. The definition of “TSLRIC” is deleted.

7. Sections 3.2.2, 3.2.3, 3.2.4 and 3.2.9 are amended to read:

3.2.2 Facilities. Interconnection shall be accomplished through Type 2 or Type 1 Facilities. Type 1 Facilities shall be Mobile-to-Land only. Any trunk facilities used for Interconnection provided by SBC Ohio will be provided at the rates set forth by SBC Ohio’s tariff rates.

3.2.3 Type 2 Facilities. SBC Ohio will provide Type 2A and Type 2B Facilities, at the rates set forth by SBC Ohio’s tariff rates, at the Carrier’s option for the purpose of interchanging calls between Customers of SBC Ohio and Customers of the Carrier.

3.2.4 Type 1 Facilities. SBC Ohio will provide Type 1 Facilities for Mobile-to-Land calls only, pursuant to SBC Ohio tariff rate, for the purpose of interchanging calls between customers of Carrier and customers of SBC Ohio. Type 1 Facilities in the Land to Mobile direction which are in place as of the Effective Date of this Agreement may remain in place throughout the term of this Agreement, provided, however, that SBC Ohio shall not be obligated to provision additional Land to Mobile Type 1 Facilities to Carrier at any location where such facilities are not currently in place.

3.2.9 Billing. Nonrecurring and recurring rates for Type 1 and Type 2 Facilities are SBC Ohio’s tariff rates.

8. Section 3.4.3 is deleted.

9. Section 6.8.3 is deleted and replaced in its entirety with the following. Pursuant to the procedure established in Section 6.8.2 hereof regarding the use of state specific network engineering information, state specific InterMTA traffic studies, and/or other support to establish the percentage of traffic exchanged hereunder deemed InterMTA Traffic, Carrier has provided Ameritech during the negotiation of this Agreement with certain confidential network traffic information relating to Carrier’s network architecture, including, but not limited to, information regarding the degree to which toll free services are delivered over separate facilities obtained by Carrier, the degree to which Carrier has established direct connections with other Telecommunications Carriers for its CMRS traffic in the state, and the coverage and nature of

Carrier's Telecommunications services in the state. Based on such confidential network traffic information and certain other information otherwise known to Ameritech and notwithstanding the InterMTA Traffic percentage stated in Section 6.8.2, the Parties agree that the revised percentage of Carrier to Ameritech traffic exchanged hereunder deemed to be InterMTA Traffic shall be three percent (3%), which percentage shall be effective during the Initial Term and thereafter until modified as provided in Section 6.8.2.

10. Sections 16.1 and 16.2 are amended to read:

16.1 SBC Ohio represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the state of Ohio, that SBC Telecommunications, Inc. has full power and authority to execute and deliver this Agreement as agent for SBC Ohio, and that SBC Ohio has full power and authority to perform its obligations hereunder."

16.2 Carrier represents and warrants that it is a Corporation duly organized, validly existing and in good standing under the laws of the state of Delaware, and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder

11. Section 21.0 is amended to read:

#### 21.0 GOVERNING LAW

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

12. Section 27.0 is amended to read:

#### **27.0 NOTICES**

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

To Carrier:

T-Mobile USA, Inc.  
ATTN: General Counsel  
12920 SE 38<sup>th</sup> St.  
Bellevue, WA 98006  
425-378-4000  
Fax: 425-378-4040

With a copy to:

T-Mobile USA, Inc.  
ATTN: Director – Carrier Management  
12920 SE 38th St.  
Bellevue, WA 98006  
425-378-4000  
Fax: 425-378-4040

To SBC Ohio:

SBC Ohio  
Contract Administration  
ATTN: Notices Manager  
311 S. Akard St.,  
9th Floor, Four SBC Plaza  
Dallas, TX 75202-5398  
214-464-6776  
Fax: 214-464-2006

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

13. Section 33.0 is amended to read:

### 33.0 PRIOR AGREEMENT

There is currently in effect an “Interconnection Agreement for a Wireless System Under Sections 251 and 252 of the Telecommunications Act of 1996” dated September 1997 between SBC Ohio Information Industry Services and Aerial Communications, Inc. n/k/a VoiceStream Central Communications, Inc., as amended (“Prior Agreement”). The Prior Agreement shall remain in full force and effect until this Agreement is approved by the Commission, at which time the rates in this Agreement shall go into effect and the Prior Agreement shall automatically terminate and shall be superseded by this Agreement. This Agreement shall apply to T-Mobile affiliates including the following ACNAs: GMT (Cincinnati under VoiceStream Columbus, Inc.); WCG (Cleveland under VoiceStream Columbus, Inc.); ABW (Columbus under VoiceStream Columbus, Inc., formerly Aerial Communications, Inc. and its subsidiary Aerial Columbus, Inc.); and OPT (Toledo under Omnipoint Holdings, Inc.).

14. The pricing contained in Attachments A and B is effective June 1, 2003 and is hereby amended to read as follows:

**Attachment A and B  
Cellular/PCS Appendix Pricing**

1. The rates for transport and termination shall be as follows. (Per Conversation MOU)

|         |         |         |
|---------|---------|---------|
| Type 2A | Type 2B | Type 1  |
| \$.0007 | \$.0007 | \$.0007 |

The rate for transit traffic charges shall be as follows:

Per Minute of Use  
.005001

Calls originating on Carrier's network  
and terminating to another Carrier's  
network and transiting SBC Ohio's network

2. Carrier Facilities will be provided at the same rates, terms, and conditions that similar Facilities are provided by SBC Ohio.
3. Shared Facility Traffic Percentages (Section 8.1.3)

The Shared Facility Percentages are:

|                   |     |
|-------------------|-----|
| SBC Ohio's Share: | 25% |
| Carrier's Share:  | 75% |

4. InterMTA Traffic

4.1 InterMTA rates (to be paid per Conversation MOU to Telco by Carrier on applicable Carrier to Telco InterMTA calls)

\$0.006017

5. The rates for Type 2 trunking are set forth in Telco's intrastate Access Services tariff, as amended from time to time. The rates for Type 1 trunking are set forth in Telco's tariff PUCO 20, as amended from time to time.

6. Other Charges

6.1 Selective Class of Call Screening. This service is not currently provided in this State.

6.2 Cancellation Charge. This charge is not currently applicable in this State.

6.3 Rollover Charges. This charge is not currently applicable in this State.

6.4 Translation Charges. Translation charges will apply for each effected end office when Carrier requests a change in an NPA-NXX code from being an area wide calling plan NPA-NXX to a standard billing arrangement, or from or to being an EMS/EAS NPA-NXX.

6.5 Trunk Interface Change Charges. Changes to the type of Trunk interfaces on a trunk will be charged at the rate of \$70.00 per Trunk.

6.6 Charges for miscellaneous other items such as Service Establishment, Change in Service Arrangement, Changes in Trunk interfaces, Additional Engineering, Additional Labor Charges, Access Order Charge, Design Change Charge, Service Date Change Charge, ACNA, Billing Account Number (BAN) and Circuit Identification Change Charges, and Supercedure charges are governed by Telco's applicable interstate Access Services tariff.

15. Attachment E is amended to read as follows:

**Attachment E**  
**High Bandwidth Shared Facility Charges**  
**(Pursuant to Section 8.1.4 of the Agreement)**

Rate per DS1 equivalent:

N/A. If this provision becomes applicable, the Parties agree to negotiate this rate in good faith upon written request of either of the Parties.

17. WHEREAS, in entering into this MFN Agreement, neither Party is waiving any of its rights, remedies or arguments with respect to any legislative, regulatory or judicial actions or proceedings, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC*, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("*USTA* decision"); the FCC's Triennial Review Order, adopted on February 20, 2003, on remand from the *USTA* decision and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 1760 (FCC 99-370), (rel. Nov. 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("*ISP Compensation Order*"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002); or the Public Utilities Act of Illinois, which was amended on May 9, 2003 to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("*Illinois Law*"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("*ICC*") apply the method and determine the rates ("*ICC Rates*"), and expressly deems all affected interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. Rather, in entering into this MFN Agreement, SBC Ohio fully reserves all of its rights, remedies and arguments. This reservation of rights includes but is not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the MFN Agreement must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this MFN Agreement.

18. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS IN THE UNDERLYING AGREEMENT REMAIN UNCHANGED.

19. This Amendment shall be filed (under Case No. 02-2719-TP-ARB) with and is subject to approval by the Commission and shall become effective ten (10) days following approval by such Commission.

20. The Parties acknowledge and agree that: (a) the Agreement incorporates certain provisions, specifically the definitions of "Type 2A Facility" and "Type 2B Facility," and Sections 3.2.7, 4.2.1(a), 7.1.5, 8.1.3, 8.2.2, 10.2, 11.4 and 15.1, each noted in the Agreement by bold-faced, underlined and italicized type, ("the Non-Voluntary Terms"), which were ordered into the Agreement by the Public Utilities Commission of Ohio's Decisions in Case No. 02-2719-TP-ARB ("Ohio Commission Decisions"); (b) SBC Ohio asserted in the Arbitration such provisions were non-voluntarily provisions of the ported Michigan agreement and not subject to porting under the Merger Order; and, (c) the Non-Voluntary Terms are being provided to Carrier as a result of such Ohio Commission Decision. The Parties further acknowledge and agree that the Non-Voluntary Terms in the Agreement may be subject to any legal or equitable rights of review and remedies (including agency reconsideration and court review). In the event that reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory body or court of competent jurisdiction stays, modifies such Ohio Commission Decisions or otherwise affects such Non-Voluntary Terms, either Party may, by providing written notice to the other Party, require that such Non-Voluntary Terms be deleted or renegotiated, as applicable, in good faith and that the Agreement be amended accordingly. If such modifications to the Agreement are not executed within sixty (60) calendar days after the date of such notice, a Party may pursue any rights available to it under the Agreement.

21. The underlying Agreement is attached hereto. For convenience, the provisions of the underlying Agreement modified by this Amendment are shown with strikethroughs.

This Amendment to the Agreement was exchanged in triplicate on this <sup>06</sup> ~~21~~ day of <sup>August</sup> ~~July~~, 2003, by The Ohio Bell Telephone Company, d/b/a SBC Ohio, signing by and through its duly authorized representative, and T-Mobile USA, Inc. f/k/a VoiceStream, signing by and through its duly authorized representative.

T-Mobile USA, Inc. f/k/a VoiceStream

Wireless Corporation

By: 

Title: Dave Mayo  
Wice President, Finance & Planning

Name: Engineering & Technical Operations  
(Print or Type)

Date: 7/27/03

The Ohio Bell Telephone Company d/b/a  
Ohio Bell Telephone Company SBC Ohio

By: SBC Telecommunications, Inc.,  
Its authorized agent

By: 

Title: President - Industry Markets

Name: Mike Avinbaur

(Print or Type)

Date: AUG 06 2003

SBC Ameritech Ohio - T-Mobile USA, Inc

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

**Dated as of October 28, 2001**

**by and between**

**AMERITECH MICHIGAN**

**and**

**VERIZON WIRELESS**

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Appendix - SS7 (Wireless)

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

~~This Agreement, dated October 28, 2001, ("Effective Date") is by and between Michigan Bell Telephone Company d/b/a Ameritech Michigan ("Ameritech") and New Par, d/b/a Verizon Wireless, a Delaware Limited Partnership with offices located at 180 Washington Valley Road, Bedminster, New Jersey 07921 and Muskegon Cellular Partnership d/b/a Verizon Wireless, a District of Columbia Limited Partnership with offices located at 180 Washington Valley Road, Bedminster, New Jersey 07921 (collectively, "Carrier") for Interconnection for a Commercial Mobile Radio Service provider under Sections 251 and 252 of the Federal Telecommunications Act of 1996 (the "Act").~~

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

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

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

~~WHEREAS, Ameritech and Carrier are Parties to an agreement known as the "Interconnection Agreement for a Wireless System Under Sections 251 and 252 of the Telecommunications Act of 1996" dated October 28, 1999 ("Prior Agreement") and intend this Agreement to supersede and replace the Prior Agreement.~~

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

**1.0 DEFINITIONS**

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

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

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

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

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

"Affiliate" is As Defined in the Act.

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

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

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

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

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

“CDT” - Carrier Dedicated Trunk.

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

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

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

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

~~“Commission” means the Michigan Public Service Commission.~~

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

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

“Effective Date” is as defined in the Preamble.

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

“FCC” means the Federal Communications Commission.

“ILEC” - As Defined in the Act.

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

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

“Interconnection” - As Defined in the Act.

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

“Interexchange Traffic” - As Defined in The Act. “InterLATA” - As Defined in the Act.

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

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

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

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

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

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

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

“Mobile Switching Center” (MSC) - A CMRS switch that provides concentration, distribution and switching functions for originating and terminating CMRS traffic and interconnecting to Ameritech trunks.

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

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

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

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

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

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

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

“Premises” - As Defined in the Act.

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

“Rate Effective Date” is as defined in Section 6.3. “Reciprocal Compensation” is As Defined in the Act.

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

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

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

“Telecommunications” is As Defined in the Act.

“Telecommunications Carrier” is As Defined in the Act.

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

~~“TSLRIC” — the total service long-run incremental cost.~~

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

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

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

## 2.0 INTERPRETATION AND CONSTRUCTION

All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. The headings of the Sections are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement. Unless the context shall otherwise require, any reference to

any agreement, other instrument (including Ameritech or other third party offerings, guides or practices), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision). In the event of a conflict between the provisions of this Agreement and The Act, the provisions of the Act shall govern.

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

#### 3.1 Scope.

This Section 3 describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Local Traffic and Access Traffic between the Parties' respective Customers. Section 3 also describes other services offered by Ameritech to establish such Interconnection. Nothing in this Agreement shall require Ameritech to transport traffic across a LATA boundary.

#### 3.2 Interconnection Points and Methods.

3.2.1 Generally. Pursuant to Section 251(c)(2) of the Act, Carrier and Ameritech shall interconnect their networks at Ameritech's Central Office Switches and Carrier's Mobile Switching Centers for the transmission and routing of Local Traffic and Access Traffic within a LATA. Ameritech will provide to Carrier those services and other arrangements (collectively, Services) described herein, which are necessary to establish the physical connection and interchange of traffic in connection with Carrier's services.

3.2.2 ~~Facilities. Interconnection shall be accomplished through Type 2 or Type 1 Facilities. Type 1 Facilities shall be Mobile-to-Land only. Any trunk facilities used for Interconnection provided by Ameritech will be provided at the rates set forth by Ameritech's TSLRIC-based rates.~~

3.2.3 ~~Type 2 Facilities. Ameritech will provide Type 2A and Type 2B Facilities, at the rates set forth by Ameritech's TSLRIC-based rates, at the Carrier's option for the purpose of interchanging calls between Customers of Ameritech and Customers of the Carrier.~~

3.2.4 ~~Type 1 Facilities. Ameritech will provide Type 1 Facilities for Mobile-to-Land calls only, pursuant to TSLRIC-based rate, for the purpose of interchanging calls between customers of Carrier and customers of Ameritech. Type 1 Facilities in the Land to Mobile direction which are in place as of the Effective Date of this Agreement may remain in place throughout the term of this Agreement, provided, however, that Ameritech shall not be obligated to provision additional Land to Mobile Type 1 Facilities to Carrier at any location where such facilities are not currently in place.~~

3.2.5 Ordering and Maintenance. Parties shall follow the ordering options, standard intervals, maintenance, joint testing, and repair standards set forth in Ameritech's intrastate Access Tariff, M.P.S.C. No. 20, Part 14, Section 6.

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

#### 3.2.7 Points of Interconnection.

~~(1) Land-to-Mobile direction. The Point of Interconnection (POI) for Type 2 Interconnection provided for herein in the Land-to-Mobile direction shall be the Carrier's MSC.~~



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

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

~~3.2.9 **Billing. Nonrecurring and recurring rates for Type 1 and Type 2 Facilities are Ameritech's developed TSLRIC based rates.**~~

3.3 Modifications.

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

3.4 Signaling.

3.4.1 Signaling Protocol. SS7 Signaling is Ameritech's preferred method for signaling. Where multi-frequency signaling is currently used, the Parties agree to use their best efforts to convert to SS7. Where multi-frequency signaling is currently used, the Parties agree, below, to Interconnect their networks using multi-frequency ("MF") or ("DTMF") signaling, subject to availability at the End Office Switch or Tandem Switch at which Interconnection occurs. The Parties acknowledge that the use of MF signaling may not be optimal. Telco will not be responsible for correcting any undesirable characteristics, service problems or performance problems that are associated with MF/SS7 inter-working or the signaling protocol required for Interconnection with Carrier employing MF signaling.

3.4.2 SS7 Signaling. Except as otherwise provided herein, if SS7 signaling is provided by Ameritech, it will be provided in accordance with Appendix – SS7 (Wireless). Appendix – SS7 (Wireless) describes various SS7 elements available for Carrier to purchase from Ameritech, including elements required to exchange ISUP SS7 Signaling Messages(s) (as defined in Telcordia Document GR-246-CORE) associated with Local Calls.

~~3.4.3 If the Parties exchange ISUP SS7 Signaling Messages associated with Local Calls (hereafter referred to as "Local ISUP SS7 Signaling Messages") and Carrier does not own a substantially similar SS7 network to Ameritech's SS7 network that Carrier uses for such exchange, then Carrier shall pay Ameritech in accordance with Appendix – SS7 (Wireless) for Local ISUP SS7 Signaling Messages originated from Carrier's network and initiated with an IAM message. If the Parties exchange Local ISUP SS7 Signaling Messages and Carrier owns a substantially similar SS7 network to Ameritech's SS7 network that Carrier uses for such exchange, then the Parties will employ a bill and keep arrangement for the exchange of such Local ISUP SS7 Signaling Message(s). A "substantially similar SS7 network" means an SS7 network as generally recognized in the telecommunications industry, including, without limitation, signaling links, STPs, and signaling (originating and destination) points, all of which are combined to form a "signaling network" utilized to transfer signaling messages between a Party's switches and the switches of the other Party and one or more third parties. Signaling messages delivered to Ameritech from Carrier must be associated with Authorized Services traffic originating on Carrier's network. All other SS7 signaling messages and elements will be offered to Carrier at rates described in Appendix – SS7 (Wireless). SS7 signaling associated with InterMTA Traffic will be determined using the same process described in Section 6.8 of this Agreement for determining the amount on InterMTA Traffic; such signaling shall be paid to Ameritech at SS7 rates listed in Ameritech's State access tariffs.~~

3.4.4 Parties directly or, where applicable, through their third-party provider, will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate interoperability of CCIS-based

features between their respective networks, including all CLASS Features and functions, to the extent each Party offers such features and functions to its Customers. All CCIS signaling parameters will be provided including, without limitation, calling party number (CPN), originating line information (OLI), calling party category and charge number.

#### 4.0 TRANSMISSION AND ROUTING OF LOCAL TRAFFIC.

##### 4.1 Scope of Traffic.

This Section 4 prescribes parameters for trunk groups (the "Local Trunks") to be used for the Interconnection described in Section 3 for the transmission and routing of Local Traffic between the Parties' respective Customers.

##### 4.2 Trunk Group Architecture and Traffic Routing.

The Parties shall jointly engineer and configure Local Trunks over the physical Interconnection arrangements as follows:

###### 4.2.1 Type 2

- (a) **Local Trunks shall be configured via one-way trunk groups or as two-way trunk groups, where mutually agreed to by the Parties. No Party shall terminate Access Traffic over the Local Trunks.**
- (b) Each Carrier MSC shall be directly trunked to each Ameritech Tandem in each LATA for traffic in the Mobile-to-Land direction and in the Land-to-Mobile direction. Ameritech shall not be required to perform double tandem switching on a call which Ameritech transports and terminates.
- (c) Only those NXX codes served by an End Office may be accessed through a direct connection to that End Office.
- (d) When used in the Mobile-to-Land direction, the Type 2A Facility may also be used to transport Information Services Traffic to Ameritech.
- (e) Traffic routed in the Mobile-to-Land direction must be routed through the Ameritech Tandem that directly serves the Ameritech End Office serving the applicable NXX code encompassing the called party number.

###### 4.2.2 Type I

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

##### 4.3 Measurement and Billing.

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

- 4.3.2 In the event of failure of Carrier's billing and measurement system the default for billing land-to-mobile traffic by Carrier to Ameritech shall be a factor based upon Carrier's mobile-to-land traffic as measured by Ameritech. The factor shall be based upon a ratio of 70/30 (70% mobile originated 30% land originated) and calculated by dividing the mobile to land traffic by .7 and then subtracting the mobile to land traffic from the resulting quotient.

## **5.0 TRANSMISSION AND ROUTING OF ACCESS TRAFFIC.**

### **5.1 Scope of Traffic.**

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

### **5.2 Trunk Group Architecture and Traffic Routing.**

- 5.2.1 Except as provided for in Section 5.2.4. Access Trunks shall be used solely for the transmission and routing of Access Traffic to allow the Carrier's Customers to connect to or be connected to the Interexchange trunks of any Interexchange Carrier which is connected to Ameritech's Tandem.
- 5.2.2 The Access Trunks shall be one-way trunks (or, where mutually agreed upon, two-way trunks) connecting an MSC with an Ameritech Access Tandem utilized to route Access Traffic within a given LATA.
- 5.2.3 The Parties shall jointly determine which Ameritech access Tandem(s) will be directly trunked to each Carrier MSC for Access Traffic. Except as otherwise agreed by the Parties, Ameritech shall allow each Carrier MSC to directly trunk to the Access Tandem nearest to that MSC and shall not require that a single Carrier MSC directly trunk to multiple access Tandems, even in those cases where such MSC serves multiple Rate Centers.
- 5.2.4 When used in the Mobile-to-Land direction, Type 2A Facilities may be provided to an Ameritech Tandem to transport calls from Carrier's premises to an IXC's Switched Access Feature Group D service at the same Tandem. This arrangement requires a separate Type 2 trunk group. Carrier has provided Ameritech with documentation of a business agreement between Carrier and each such IXC for the delivery of such calls. Carrier will also provide to Ameritech, using industry standard data record formats, recordings of all calls (both completed calls and attempts) to EXCs from the Carrier premises using the Type 2A service.

### **5.3 Services.**

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

- (a) Pursuant to the procedures described in Multiple Exchange Carrier Access Billing (the "MECAB") document SR-BDS-000983, Issue 6, dated February, 1998, the Parties shall provide to each other the switched Access Detail Usage Data and the Switched Access Summary Usage Data to bill for jointly provided switched access service such as switched access Feature Groups B and D. If the procedures in the MECAB document are amended or modified, the Parties shall implement such amended or modified procedures within a reasonable period of time. The Parties agree to provide this data to each other at no charge.

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

5.3.1 Data Format and Data Transfer.

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

5.3.2 Errors or Loss of Access Usage Data.

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

least three (3) months of prior usage data, the Parties shall defer such reconstruction until three (3) months of prior usage data is available.

## 6.0 RECIPROCAL COMPENSATION

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

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

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

6.4 Reciprocal Compensation shall not apply to:

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

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

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

For Mobile-to-Land calls over Type 2A and Type 2B facilities, the measurement of minutes of use begins when the terminating Ameritech entry switch receives answer supervision from the terminating end user's End Office Switch, indicating the terminating end user has answered. The measurement of Mobile-to-Land call usage ends when the terminating entry switch receives disconnect supervision from either the terminating end user's end office, indicating the terminating end user has disconnected, or the customer's point of termination, whichever is recognized first by the entry switch.

6.6 Mobile to Land Traffic which is not subject to Reciprocal Compensation under this Agreement shall continue to be charged at the rates set forth in the applicable tariff.

- 6.7 Ameritech is not providing to Carrier Type 1 Service in the Land to Mobile direction and Carrier shall not order such service from Ameritech. Carrier may order Type 1 Service in the Mobile to Land direction, and Mobile to Land Type 1 Service shall be provided at the then-existing applicable tariffed rates, terms and conditions.
- 6.8 InterMTA Traffic
- 6.8.1 For the purpose of compensation between Ameritech and Carrier under this Agreement, InterMTA Traffic is subject to the rates stated in Attachment A.
- 6.8.2 As of the Effective Date hereof, the Parties cannot accurately measure the amount of Carrier-to-Ameritech InterMTA traffic delivered by Carrier to Ameritech through the trunks provided for herein. Accordingly, for purposes of this Agreement, the Parties agree that twelve percent (12%) of the Carrier-to-Ameritech traffic delivered by Carrier to Ameritech through the trunks provided for herein shall be deemed InterMTA traffic. Notwithstanding the foregoing, should either Party provide to the other Party state-specific, Carrier-specific network engineering information, a state-specific, Carrier-specific InterMTA Traffic study, and/or other support in complete and appropriate form (determined in good faith) ("InterMTA Traffic Information"), the Parties shall use such InterMTA Traffic Information to negotiate in good faith a mutually acceptable percentage of Carrier-to-Ameritech traffic delivered by Carrier to Ameritech that is deemed InterMTA traffic. If such InterMTA Traffic Information is provided within ninety (90) days after this Agreement is executed by duly authorized representatives of both Parties, then any revised percentage of Carrier-to-Ameritech traffic deemed InterMTA Traffic, which is derived using such InterMTA Traffic Information, shall be effective as of the date such InterMTA Traffic Information was provided to the other Party, but no earlier than the Effective Date of this Agreement; otherwise, such revised percentage of Carrier-to-Ameritech traffic deemed InterMTA Traffic, which is derived using such InterMTA Traffic Information, shall be effective as of the date such InterMTA Traffic Information was provided in complete and appropriate form (determined in good faith) to the other Party. Any revised percentage of Carrier-to-Ameritech traffic deemed InterMTA Traffic that becomes effective during the Initial Term of this Agreement will remain in effect during the Initial Term hereof. After the expiration of the Initial Term, the percentage of Carrier-to-Ameritech traffic deemed InterMTA Traffic during the Initial Term shall remain in effect thereafter until either Party provides new InterMTA Traffic Information to the other Party. In such case, the Parties shall use the new InterMTA Traffic Information to renegotiate in good faith a new revised percentage of Carrier-to-Ameritech deemed InterMTA Traffic. Renegotiation of the percentage of Carrier-to-Ameritech traffic deemed InterMTA Traffic after the Initial Term shall occur no more frequently than once every twenty-four (24) months.
- ~~6.8.3 Pursuant to the procedure established in Section 6.8.2 hereof regarding the use of state specific network engineering information, state specific InterMTA traffic studies, and/or other support to establish the percentage of traffic exchanged hereunder deemed InterMTA Traffic, Carrier has provided Ameritech during the negotiation of this Agreement with certain confidential network traffic information relating to Carrier's network architecture, including, but not limited to, information regarding the degree to which toll free services are delivered over separate facilities obtained by Carrier, the degree to which Carrier has established direct connections with other Telecommunications Carriers for its CMRS traffic in the state, and the coverage and nature of Carrier's Telecommunications services in the state. Based on such confidential network traffic information and certain other information otherwise known to Ameritech and notwithstanding the InterMTA Traffic percentage stated in Section 6.8.2, the Parties agree that the revised percentage of Carrier to Ameritech traffic exchanged hereunder deemed to be InterMTA Traffic shall be one percent (1%), which percentage shall be effective during the Initial Term and thereafter until modified as provided in Section 6.8.2.~~

## 7.0 SPECIALIZED TRAFFIC

### 7.1 Transit Service.

7.1.1 Although Ameritech maintains that it is not required under the Telecommunications Act of 1996, Ameritech will provide Transit Service to Carrier on the terms and conditions set forth in this Section 7.0.

7.1.2 Definition. Transit Service means the delivery by Ameritech of Local Telecommunications Traffic originated from Carrier to a third party LEC, ILEC, or CMRS provider.

### 7.1.3 Terms and Conditions

- (a) Transit Service will be provided only at Ameritech's Tandem switches.
- (b) Carrier acknowledges that it is a Carrier's responsibility to enter into arrangements with each third party LEC, ILEC, or CMRS provider for the exchange of Transit Service to and from Carrier.
- (c) Carrier acknowledges that Ameritech has no responsibility to pay any third party LEC, ILEC, or CMRS provider charges for termination of any Transit Service from Carrier. Ameritech reserves the right to not pay such charges on behalf of Carrier.
- (d) Carrier acknowledges that Ameritech has no responsibility to pay Carrier for traffic which originates from a third party LEC, ILEC or CMRS provider and which Ameritech transports to Carrier.

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

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

party LEC, ILEC or CMRS provider to deliver Transit Traffic to Carrier, Ameritech will deliver and Carrier will terminate Transit Traffic originated from such third party LEC, ILEC or CMRS provider without charge to one another.

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

7.1.6 **Toll Carrier Arrangements.**

Where Ameritech delivers to Carrier toll traffic for which Ameritech functions as the Primary Toll Carrier pursuant to a Commission's Primary Toll Carrier Plan or similar plan, Ameritech shall pay to Carrier Carrier's applicable rates. Payment to Carrier will be based on billing records provided to Ameritech by the Secondary ILEC, or by Carrier if billing records from the Secondary ILEC are not available. In order to use Carrier's billing records, Carrier must be able to determine the true originating party of the toll traffic and that Ameritech is the Primary Toll Carrier for that toll traffic.

7.2 900/976 Traffic.

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

## 8.0 TRUNKING

### 8.1 Generally.

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

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

- (a) a trunk group for traffic from Carrier to Ameritech for Local and intraLATA calls; and
- (b) a trunk group for traffic from Carrier to Ameritech for calls routed to an Interexchange Carrier.

8.1.2 Ameritech shall be responsible for provisioning (and shall bear all costs of) a separate trunk group between its network and Carrier's MSCs for Local, Ameritech-originated Land-to-Mobile traffic.

8.1.3 **Where Ameritech and Carrier mutually agree to maintain a two way trunk group, the cost of such provision shall be mutually shared based on the percentage of traffic carried over that two way trunk group by each of the parties.**



- 8.1.4 Where Carrier has purchased high bandwidth facilities (e.g., SONET) for multiple uses, Carrier will make available these facilities, for trunking and Interconnection, to Ameritech. . Where Ameritech chooses to use such high bandwidth facilities for trunking and Interconnection, Carrier will charge Ameritech a proportionate share of the cost of the high bandwidth facilities. Carrier shall bill and Ameritech shall pay Carrier at a rate representative of a DS1 equivalent based upon each 200,000 MOUs of Ameritech originated traffic over such high bandwidth facilities within a single month and based upon Carrier's actual cost of a DS1 on such high bandwidth facilities, not to exceed Ameritech's tariffed rates.

Carrier's rate is specified in Attachment E. This rate is Carrier-specific; any other carrier adopting this Agreement must supply its own Carrier-specific data to support its rate. The amount of Ameritech originated traffic shall be based upon actual measurements. Nonrecurring charges for joint use of high bandwidth facilities will be split by the two parties based upon the percentage use of the facilities. Carrier initiated nonrecurring charges and rates for work performed relating to such joint use high bandwidth facilities may mirror, but shall not exceed, similar Ameritech nonrecurring charges and rates. Where Carrier has purchased high bandwidth facilities for multiple use, if Ameritech chooses to install duplicative facilities, Ameritech will assume the full cost of such duplicative facilities. Such facilities must not degrade the quality of the Carrier's high bandwidth facilities.

8.2 NXX Rating Plan.

8.2.1 Flexible Rating of NXX Codes

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

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

8.3 Reports.

Carrier may purchase the Type 2 Transit Traffic Distribution

Report-Mobile-to-Land. A report showing traffic originating on Carrier's network and transiting through Ameritech for termination by LECs, ILECs or other CMRS providers.

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

## 9.0 TERM AND TERMINATION

- 9.1 The initial term of this Agreement shall be three (3) years (the "Initial Term") which shall commence on the Effective Date. At the end of the Initial Term, this Agreement shall automatically renew for one (1) year periods ("Renewal Term"), absent the receipt by one Party of written notice from the other Party at least one hundred twenty (120) days prior to the expiration of the Initial Term or at any time during any a Renewal Term to the effect that such Party elects not to renew or continue this Agreement.
- 9.2 Notwithstanding the foregoing, upon delivery of written notice at least one hundred twenty (120) days prior to the expiration of the Initial Term or any Renewal Term, either party may require negotiations of the rates, prices and charges, terms and conditions of the services to be provided under this Agreement effective upon such expiration. If the Parties are unable to satisfactorily negotiate such new rates, prices, charges and terms within ninety (90) days of such written notice, either party may petition the appropriate regulatory agency or take such other action as may be necessary to establish appropriate terms. If the Parties are unable to mutually agree on such new rates, prices, charges and terms or the appropriate regulatory agency does not issue its order prior to the applicable expiration date, the Parties agree that the rates, terms and conditions ultimately ordered by such appropriate regulatory agency or negotiated by the Parties will be effective retroactive to such expiration date. Until such time as the appropriate regulatory agency issues its order, the rates, terms and conditions of this Agreement shall control.
- 9.3 Default. When a party believes that the other party is in violation of a term or condition of this Agreement ("Defaulting Party"), it will provide written notice to such Defaulting Party of such violation prior to commencing the dispute resolution procedures set forth in Section 29.0.
- 9.4 Payment. Upon Expiration or Termination. In the case of the expiration or termination of this Agreement for any reason, each of the Parties will be entitled to payment for all services performed and expenses accrued or incurred prior to such expiration or termination.

## 10.0 BILLING AND PAYMENT

- 10.1 Ameritech and Carrier shall invoice each other on a monthly basis. Both Ameritech and Carrier shall pay the undisputed portion of any invoice within thirty (30) days from the date of the invoice. Undisputed past due amounts shall be assessed a late payment charge in the amount of 0.000493% per day (annual percentage rate of 18%) compounded daily, or the highest rate allowed by law, whichever is lower. If a dispute is resolved against a Party interest shall be due on the past due amount at the rate set forth above. If either party disputes an amount, it must do so in writing to the other party within sixty (60) days from the date of the invoice.
- 10.2 *A Party shall promptly reimburse or credit the other Party for any charges that should not have been billed to the other Party as provided in this Agreement. Such reimbursements shall be set forth in the appropriate section of the invoice.*
- 10.3 A Party shall bill the other Party for any charges that should have been billed to the other Party as provided in this Agreement, but have not been billed to the other Party ("Unbilled Charges"); provided, however, that, except as provided in the Disputes Section, the billing Party shall not bill for Unbilled Charges which were incurred more than two (2) years prior to the date that the billing Party transmits a bill for any Unbilled Charges.
- 10.4 The invoice for Reciprocal Compensation payment from Carrier must contain substantive detail comparable to the monthly billing invoice provided to Carrier by Ameritech.

## 11.0 GENERAL RESPONSIBILITIES OF THE PARTIES

- 11.1 Cooperation.

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

11.2 Non-Binding Forecasts.

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

11.3 Binding Forecasts.

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

11.4 Facilities.

**Each Party is individually or jointly responsible to provide facilities within its network for routing, transporting and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in industry standard format and to terminate the traffic it receives in that standard format to the proper address on its network. Such facility shall be designed based upon the description and forecasts provided under Sections 11.1, 11.2 and, if applicable, 11.3. The Parties are each solely responsible for participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan.**

11.5 Network Management.

- 11.5.1 Parties will agree to follow network management standards set forth in Ameritech's intrastate Access Tariff, MPSC Tariff No. 20. Each party will cooperate to employ characteristics and methods of operation that will minimize interference with or impairment of the service of any facilities of the other or any third parties connected with the network of the other.
- 11.5.2 Each Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward the other Party's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.
- 11.5.3 The Parties shall cooperate and share preplanning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on each Party's network.

11.5.4 Neither Party shall use any Services provided in this Agreement in any manner that interferes impairs the quality of service to other carriers or to either Party's Customers, causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing equipment (individually and collectively, a "Network Harm"). If a Network Harm shall occur or if a Party reasonably determines that a Network Harm is imminent, such Party shall, where practicable, notify the other Party that temporary discontinuance or refusal of service may be required; provided, however, wherever prior notice is not practicable, such Party may temporarily discontinue or refuse service forthwith, if such action is reasonable under the circumstances. In case of such temporary discontinuance or refusal, such Party shall:

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

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

11.6 Sole Responsibility.

Each Party is solely responsible for the Services it provides to its Customers and to other Telecommunications Carriers.

11.7 Fraud.

The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

11.8 NXX Codes.

Each Party is responsible for administering NXX codes assigned to it.

11.9 LERG Listings.

Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of Common Language Location Identification ("CLLT") codes assigned to its switches. Each Party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide all required information to Bellcore for maintaining the LERG in a timely manner.

11.10 Systems Update.

Each Party shall program and update its own systems to recognize and route traffic to and from the other Party's assigned NXX codes. Except as mutually agreed or as otherwise expressly defined in this Agreement, neither Party shall impose any fees or charges on the other Party for such activities.

11.11 Insurance.

At all times during the term of this Agreement, each Party shall keep and maintain in force at that Party's expense all insurance required by law, general liability insurance and worker's compensation insurance. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self-insurance).

**12.0 INDEMNIFICATION**

12.1 General Indemnity Rights.

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

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

12.2 Customer Losses.

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

12.3 Indemnification Procedures.

Whenever a claim shall arise for indemnification under this Section, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request the Indemnifying

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

### **13.0 LIMITATION OF LIABILITY**

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

contractors or others retained by such Party be liable to any Customer or third party for (i) any Loss relating to or arising out of the provision of the Telecommunications Service, whether in contract, tort, or otherwise that exceeds the amount such Party would have charged the applicable Customer for the service(s) or function(s) that give rise to such Loss and (ii) any Consequential Damages (as defined in this Agreement.)

#### 14.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

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

#### 15.0 REGULATORY APPROVAL

##### 15.1 Commission Approval.

*Carrier understands that Ameritech will file this Agreement with the Commission and it may thereafter be filed with the FCC. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252 of the Act without modification. If the Commission or the FCC rejects any portion of this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion; provided that such rejected portion shall not affect the validity of the remainder of this Agreement. The Parties acknowledge that nothing in this Agreement nor its filing with any regulatory agency shall limit a Party's ability, independent of such Party's agreement to support and participate in the approval of this Agreement, to assert public policy issues relating to the Act.*

#### 16.0 AUTHORIZATION

~~16.1 Ameritech represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the state of Michigan, that SBC Telecommunications, Inc. has full power and authority to execute and deliver this Agreement as agent for Ameritech, and that Ameritech has full power and authority to perform its obligations hereunder.~~

~~16.2 Carrier represents and warrants that New Par, d/b/a Verizon Wireless is a limited partnership duly organized, validly existing and in good standing under the laws of the state of Delaware, and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and that Muskegon Cellular Partnership d/b/a Verizon Wireless is a limited partnership duly organized, validly existing and in good standing under the laws of the District of Columbia, and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.~~

#### 17.0 COMPLIANCE

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

#### 18.0 INDEPENDENT CONTRACTOR

Each Party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties. Each Party and each Party's contractor shall be solely responsible for the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to their employees, as well as any taxes,

contributions or other obligations imposed by applicable state unemployment or workers' compensation acts. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

## **19.0 FORCE MAJEURE**

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

## **20.0 CONFIDENTIALITY**

- 20.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a "Disclosing Party") that is furnished or made available or otherwise disclosed to the other Party or any of such other Party's employees, contractors, agents or Affiliates (its "Representatives" and with a Party, a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be marked "Confidential" or "Proprietary" or by other similar notice, and, if oral or visual, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or was independently developed by the receiving party, or was already in the public domain, or is explicitly agreed in writing not to be regarded as confidential, it (a) shall be held in confidence by each Receiving Party; (b) shall be disclosed to only those Representatives who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used only for such purposes; and (c) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law only in accordance with Section 18.2.
- 20.2 If any Receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may then either seek appropriate protective relief from all or part of such requirement or, if it fails to successfully do so, it shall be deemed to have waived the Receiving Party's compliance with this Section with respect to all or part of such requirement. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to obtain.
- 20.3 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.



## 21.0 GOVERNING LAW

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

## 22.0 TAXES

- 22.1 Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees, surcharges penalties or interest ("Taxes") levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such Taxes) and neither shall be responsible for any Tax on the other Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide said resale exemption certificate will result in no exemption being available to the purchasing Party for any charges invoiced prior to the date such exemption certificate is furnished.
- 22.2 If any taxing authority seeks to collect any such Tax that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such Tax, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery. If it is ultimately determined that any additional amount of such a Tax is due to the imposing tax authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon. Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any Tax, interest and penalties thereon, or other charges or payable expenses (including reasonable attorneys fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such Tax. Each Party shall notify the other party in writing of any assessment, proposed assessment or other claim for any additional amount of such a Tax by taxing authority; such notice to be provided, if possible, at least twenty (20) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than ten (10) days after receipt of such assessment, proposed assessment or claim.
- 22.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such Tax, the Parties shall consult with respect to the imposition and billing of such Tax and with respect to whether to contest the imposition of such Tax. Notwithstanding the foregoing, the providing Party may continue to bill any such Tax, unless the purchasing Party provides an opinion of a recognized tax counsel stating that it is more likely than not that such Tax is not applicable, and that the purchasing Party's position, would prevail in a contest to the imposition of such Tax. In any challenge by a taxing authority arising from such determination of the purchasing Party, the indemnification provisions of Section 12.2 shall apply.
- 22.4 In any contest of a Tax by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

### 23.0 NON-ASSIGNMENT

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

### 24.0 NON-WAIVER

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

### 25.0 INTERVENING LAW

25.2 In the event that any of the rates, terms and/or conditions herein, or any of the laws or regulations that were the basis or rationale for such rates, terms and/or conditions in the Agreement, are invalidated, modified or stayed by any action of any state or federal regulatory or legislative bodies or courts of competent jurisdiction, including but not limited to any decision by the Eighth Circuit relating to any of the costing/pricing rules adopted by the FCC in its First Report and Order, *In re: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, 11 FCC Rcd 15499 (1996)(e.g., Section 51.501, et seq.), upon review and remand from the United States Supreme Court, in *AT&T Corp. v. Iowa Utilities Bd.*, 525 U.S. 366 (1999) (and on remand *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000) or *Ameritech v. FCC*, 526 U.S. 1142 (1999), upon the written request of either Party, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

25.3 Without limiting the general applicability of the foregoing, the Parties acknowledge that on January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Bd.*, 525 U.S. 366 (1999) (and on remand, *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000)) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999). In addition, the Parties acknowledge that on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). The Parties further acknowledge that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic* (the "ISP Intercarrier Compensation Order.") By executing this Agreement and carrying out the intercarrier compensation rates, terms and conditions herein, Telco does not waive any of its rights, and expressly reserves all of its rights, under the ISP Intercarrier Compensation Order, including but not limited to its right to exercise its option at any time in the future to invoke the Intervening Law or Change of Law provisions and to adopt, on a date specified by Telco, the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed

terminating compensation rates, and other terms and conditions. The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights, remedies, or arguments with respect to such decisions and any remand thereof, including its right to seek legal review or a stay pending appeal of such decisions or its rights under this Intervening Law paragraph.

## 26.0 PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS

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

## 27.0 NOTICES

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

~~To Carrier:~~

~~Verizon Wireless  
1300 I Street, N.W., Street 400 West  
Washington, D.C. 20005  
Attn: Charon Harrise  
202-589-3777  
Fax: 202-589-3750  
With a copy to:~~

~~Verizon Wireless  
2785 Mitchell Drive MS 7-1  
Walnut Creek, California 94596  
Attn: John Clampitt  
925-279-6266  
Fax: 925-279-6621~~

~~To Ameritech:~~

~~Contract Administration  
ATTN: Notices Manager  
311 S. Akard St.,  
9th Floor, Four SBC Plaza  
Dallas, TX 75202-5398  
214-464-6776  
Fax: 214-464-2006~~

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

## **28.0 JOINT WORK PRODUCT**

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

## **29.0 NO THIRD PARTY BENEFICIARIES; DISCLAIMER OF AGENCY**

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

## **30.0 SURVIVAL**

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

## **31.0 DISPUTES**

### **31.1 Disputed Amounts.**

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

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

31.1.3 If the Parties are unable to resolve issues related to the Disputed Amounts within forty-five (45) days after that Parties' appointment of designated representatives pursuant to Section 31.1.2, then either Party may file a complaint with the Commission or FCC to resolve such issues or proceed with any other remedy pursuant to law or equity. The Commission or the FCC may direct release

of any or all funds (including any accrued interest) in the escrow account, plus applicable late fees, to be paid to either Party.

31.1.4 The Parties agree that all negotiations pursuant to this Section shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

31.1.5 Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the rates set forth in Section 8.1.

### **32.0 DISPUTE ESCALATION AND RESOLUTIONS**

Except as otherwise provided herein, any dispute, controversy or claim (individually and collectively, a "Dispute") arising under this Agreement shall be resolved in accordance with the procedures set forth in this Section 31.2. In the event of a Dispute between the Parties relating to this Agreement and upon the written request of either Party, each of the Parties shall appoint a designated representative who has authority to settle the Dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Dispute and negotiate in good faith in an effort to resolve such Dispute. The specific format for such discussions will be left to the discretion of the designated representatives; however, all reasonable requests for relevant information made by one Party to the other Party shall be honored. If the Parties are unable to resolve issues related to a Dispute within thirty (30) days after the Parties' appointment of designated representatives as set forth above, a Party may (i) bring an action in an appropriate Federal district court, (ii) file a complaint with the FCC pursuant to Section 207 or 208 of the Act, (iii) seek a declaratory ruling from the FCC, (iv) file a complaint in accordance with the rules, guidelines and regulations of the Commission or (v) seek other relief under applicable law.

### **33.0 PRIOR AGREEMENT**

~~There is currently in effect an "Interconnection Agreement for a Wireless System Under Sections 251 and 252 of the Telecommunications Act of 1996" dated October 28, 1999, between Ameritech Michigan and AirTouch Cellular, Inc. n/k/a Verizon Wireless, as amended ("Prior Agreement"). The Prior Agreement shall remain in full force and effect until this Agreement is approved by the Commission, at which time the rates in this Agreement shall go into effect and the Prior Agreement shall automatically terminate and shall be superseded by this Agreement.~~

### **34.0 ENTIRE AGREEMENT**

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

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

**New Par d/b/a Verizon Wireless by Verizon Wireless (VAW) LLC, its General Partner**

**Michigan Bell Telephone Company d/b/a Ameritech Michigan**

**By SBC Telecommunications, Inc., its authorized agent**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: Edward A. Salas

Name: O.R. Stanley

Vice President – Network Planning

President – Industry Markets

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Muskegon Cellular Partnership d/b/a Verizon Wireless by Verizon Wireless (VAW) LLC, its General Partner**

By: \_\_\_\_\_  
(Signature)

Name: Edward A. Salas

Vice President – Network Planning

Date: \_\_\_\_\_

It is SBC Ameritech Michigan’s contention that this Agreement incorporates certain rates, terms and conditions that were not voluntarily negotiated by SBC Ameritech Michigan, but instead resulted from determinations made in arbitrations under Section 252 of the Act or from other requirements of regulatory agencies or state law (individually and collectively, a “Non-Voluntary Arrangement”). SBC Ameritech Michigan has designated in ***bold-faced, underlined, and italicized type*** some, but not all, of what it believes to be Non-Voluntary Arrangements in this Agreement, in order to facilitate its own internal record-keeping and to inform third parties who come into possession of this Agreement that SBC Ameritech Michigan believes such provisions to be Non-Voluntary Arrangements that are not or may not be available in any state other than the state that originally imposed/required such Non-Voluntary Arrangement. SBC Ameritech Michigan’s failure to specifically identify any provision in this Agreement

that is in fact a Non-Voluntary Arrangement does not constitute a waiver of SBC Ameritech Michigan's right to assert that such provision is a Non-Voluntary Arrangement.

Verizon Wireless's consent to permit SBC Ameritech Michigan to designate what SBC Ameritech Michigan believes to be Non-Voluntary Arrangements in this Agreement does not constitute agreement with SBC Ameritech Michigan that such provisions were arrived at without the voluntary agreement of SBC Ameritech Michigan or Verizon Wireless's agreement that SBC Ameritech Michigan's view of the legal consequence of a provision being a Non-Voluntary Arrangement is correct. Verizon Wireless expressly reserves its right to challenge SBC Ameritech Michigan's designation of any and all provisions of this agreement as Non-Voluntary Arrangements and the availability of such provisions under Section 252(i) of the Act and the conditions of SBC's merger with Ameritech.

**Attachment A**  
**Reciprocal Compensation Rates**

|  | <u>Per Minute Of Use</u>  |
|--|---|
| <u>Mobile to Land</u>  |   |
| End Office Switching: —  | \$.001004   |
| Tandem Switching:  | \$.000262   |
| Tandem Transport:  | \$.000175   |
|  | <u>Per Minute/Per Mile</u>  |
| Tandem Transport Facility Mileage:<br>(Distance measured from Ameritech<br>Tandem to end office) | \$.000002   |
| <u>Land to Mobile</u>  |   |
| <u>2A Rate (Tandem plus End Office)</u>  | <u>\$.001441</u><br><u>Plus the average mileage billed</u><br><u>for mobile to land</u> |

**InterMTA Traffic Rate**

~~InterMTA Rate (to be paid per Conversation MOU to Teleco by Carrier on applicable Carrier  
to Teleco InterMTA calls):~~

~~\$.0055190~~



**Attachment B**  
**Transit Traffic Charges**

Per Minute of Use

~~Calls originating on Carrier's network~~ ~~—————~~ ~~\$0.005177~~  
~~and terminating to another Carrier's~~  
~~network and transiting Ameritech's network~~

**Attachment C**  
**Report Charges**

|  |           |
|--|-----------|
| Type 2 Transit Traffic Report Mobile-to-Land<br>per report, per ACNA, per State, per month | \$ 100.00 |
| Additional Copies  | no charge |

**Attachment D**  
**Type 2 Transit Traffic Report Mobile-to-Land**

**Telecommunications Carrier**

|                   | <b>MOU</b> |
|-------------------|------------|
| General Tel       | 2,575      |
| Century           | 16,597     |
| Deerfield Farmers | 75,996     |
| Spring-CENTEL     | 467,260    |
| Lennon            | 35,746     |

Customer ACNA \_\_\_\_\_  
Year/Month \_\_\_\_\_  
State \_\_\_\_\_

**Attachment E**  
**High Bandwidth Shared Facility Charges**  
**(pursuant to Section 8.1.4 of the Agreement)**

Detroit LATA, Rate per DS1 equivalent: \_\_\_\_\_  
\_\_\_\_\_

\$53.31<sup>1</sup>

Saginaw, Grand Rapids and Lansing LATAs, Rate per DS1 equivalent: \_\_\_\_\_  
\_\_\_\_\_

\$43.86<sup>2</sup>

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<sup>1</sup> Based upon Verizon Wireless' High Bandwidth Facilities in service in the Detroit LATA.

<sup>2</sup> Based upon Verizon Wireless' High Bandwidth Facilities in service in the Saginaw, Grand Rapids, and Lansing LATAs.

**AMENDMENT TO  
INTERCONNECTION AGREEMENT  
BY AND BETWEEN  
THE OHIO BELL TELEPHONE COMPANY d/b/a SBC OHIO  
AND  
T-MOBILE USA, INC. F/K/A VOICESTREAM WIRELESS CORPORATION**

The Ohio Bell Telephone Company<sup>1</sup> d/b/a SBC Ohio, as the Incumbent Local Exchange Carrier in Ohio, (hereafter, "ILEC") and T-Mobile USA, Inc. f/k/a VoiceStream Wireless Corporation as [a Competitive Local Exchange Carrier ("CLEC"), an Independent Local Exchange Carrier ("Independent") or Commercial Mobile Radio Service ("CMRS") provider in Ohio,] (referred to as "CARRIER"), in order to amend, modify and supersede any affected provisions of their Interconnection Agreement with ILEC in Ohio ("Interconnection Agreement"), hereby execute this Reciprocal Compensation Amendment for ISP-Bound Traffic and Federal Telecommunications Act Section 251(b)(5) Traffic (Adopting FCC's Interim ISP Terminating Compensation Plan)("Amendment"). CLEC and Independent are also referred to as a "LEC."

1.0 Scope of Amendment

- 1.1 On or about May 9, 2003, ILEC made an offer to all telecommunications carriers in the state of Ohio (the "Offer") to exchange traffic on and after June 1, 2003 under Section 251(b)(5) of the Act pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) ("FCC ISP Compensation Order") which was remanded but not vacated in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).
- 1.2 The purpose of this Amendment is to include in CARRIER's Interconnection Agreement the rates, terms and conditions of the FCC's interim ISP terminating compensation plan for the exchange of ISP-bound traffic lawfully compensable under the FCC ISP Compensation Order ("ISP-bound Traffic") and traffic lawfully compensable under Section 251(b)(5) ("Section 251(b)(5) Traffic").
- 1.3 This Amendment is intended to supercede any and all contract sections, appendices, attachments, rate schedules, or other portions of the underlying Interconnection Agreement that set forth rates, terms and conditions for the terminating compensation for ISP-bound Traffic and Section 251(b)(5) Traffic exchanged between ILEC and CARRIER. Any inconsistencies between the provisions of this Amendment and provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Amendment.

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

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

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<sup>1</sup> The Ohio Bell Telephone Company ("Ohio Bell"), an Ohio corporation, is a wholly-owned subsidiary of SBC Midwest, which owns the former Bell operating companies in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. Ohio Bell uses the registered trade name SBC Ohio. SBC Midwest is a wholly owned subsidiary of SBC Communications Inc.

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

June 1, 2003 – June 14, 2003: .0010 per minute  
June 15, 2003 and thereafter: .0007 per minute

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

### 2.3 ISP-bound Traffic Minutes Growth Cap

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

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

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

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

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

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

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

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

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

## 2.6 ISP-bound Traffic Rebuttable Presumption

In accordance with Paragraph 79 of the FCC's ISP Compensation Order, LEC and ILEC agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-bound Traffic exchanged between LEC and ILEC exceeding a 3:1 terminating to originating ratio is presumed to be ISP-bound Traffic subject to the compensation and growth cap terms in this Section 2.0. Either party has the right to rebut the 3:1 ISP presumption by identifying the actual ISP-bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval and, in addition, shall be utilized to determine the appropriate true-up as described below. During the pendency of any such proceedings to rebut the presumption, LEC and SBC Ohio will remain obligated to pay the presumptive rates (reciprocal compensation rates for traffic below a 3:1 ratio, the rates set forth in Section 2.2.2 for traffic above the ratio) subject to a true-up upon the conclusion of such proceedings. Such true-up shall be retroactive back to the date a Party first sought appropriate relief from the Commission.

## 3.0 Reservation of Rights

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

## 4.0 Miscellaneous

- 4.1 This Amendment will become effective ten (10) days following the date such Amendment is approved or is deemed to have been approved by the applicable state commission.
- 4.2 This Amendment is coterminous with the underlying Interconnection Agreement and does not extend the term or change the termination provisions of the underlying Interconnection Agreement.
- 4.3 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING INTERCONNECTION AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 4.4 Every rate, term and condition of this Amendment is legitimately related to the other rates, terms and conditions in this Amendment. Without limiting the general applicability of the foregoing, the change of law provisions of the underlying Interconnection Agreement, including but not limited to the "Intervening Law" or "Change of Law" or "Regulatory Change" section of the General Terms and Conditions of the Interconnection Agreement and as modified in this Amendment, are specifically agreed by the Parties to be legitimately related to, and inextricably intertwined with this the other rates, terms and conditions of this Amendment.
- 4.5 In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC*, *et al*, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("USTA decision"); the FCC's Triennial Review Order, adopted on February 20, 2003, on remand from the USTA decision and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir.

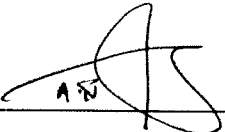
2002); or the Public Utilities Act of Illinois, which was amended on May 9, 2003 to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois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

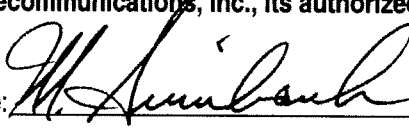


IN WITNESS WHEREOF, this Reciprocal Compensation Amendment for ISP-Bound Traffic and Federal Telecommunications Act Section 251(b)(5) Traffic (Adopting FCC Interim Terminating Compensation Plan) to the Interconnection Agreement was exchanged in triplicate on this 15<sup>th</sup> day of Sept, 2003, by SBC Ohio, signing by and through its duly authorized representative, and T-Mobile USA, Inc. f/k/a VoiceStream Wireless Corporation, signing by and through its duly authorized representative.

T-Mobile USA, Inc. f/k/a VoiceStream Wireless Corporation

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

Signature: 

Signature: 

Name: \_\_\_\_\_  
(Print or Type)

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

Title: Abdul Saad  
Vice President  
Systems Engineering & Network Operations  
(Print or Type)

Title: For/ President - Industry Markets

Date: 9/15/03

Date: **SEP 15 2003**

FACILITIES-BASED OCN # \_\_\_\_\_

ACNA \_\_\_\_\_

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

The Interconnection Agreement dated August 6, 2003 by and between The Ohio Bell Telephone Company d/b/a AT&T Ohio ("AT&T")<sup>1</sup> and T-Mobile USA, Inc. f/k/a VoiceStream Wireless Corporation ("T-Mobile") ("Agreement") effective in the state of Ohio is hereby amended as follows:

1. Section 9.0 Term and Termination of the General Terms and Conditions is amended by adding the following section:
  - 9.1.1 Notwithstanding anything to the contrary in this Section 9, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years from January 7, 2008 until January 7, 2011 (the "Extended Expiration Date"). The Agreement shall expire on the Extended Expiration Date; provided, however, that during the period from the effective date of this Amendment until the Extended Expiration Date, the Agreement may be terminated earlier either by written notice from T-Mobile, by AT&T pursuant to the Agreement's early termination provisions, by mutual agreement of the parties, or upon the effective date of a written and signed superseding agreement between the parties.
2. The Parties acknowledge and agree that AT&T shall permit the extension of this Agreement, subject to amendment to reflect future changes of law as and when they may arise.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
5. Based on the practice of the Public Utilities Commission of Ohio rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91<sup>st</sup> day after filing.

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<sup>1</sup> The Ohio Bell Telephone Company (previously referred to as "Ohio Bell" or "SBC Ohio") now operates under the name "AT&T Ohio."

T-Mobile USA, Inc. f/k/a VoiceStream Wireless Corporation

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

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: **Dave Mayo**  
**Vice President - Engineering**  
**Finance, Strategy & Development**

Name: **Eddie A. Reed, Jr.**  
(Print or Type)

Title: \_\_\_\_\_  
(Print or Type)

Title: Director-Interconnection Agreements

Date: 5/12/08

Date: 5-23-08

T-Mobile Legal Approval By: \_\_\_\_\_  
5-1-08

# **AT&T Wholesale Amendment**

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

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

**WHEREAS**, AT&T and Carrier are parties to a CMRS Interconnection Agreement for a Wireless System under Sections 251 and 252 of the Telecommunications Act of 1996 for Commercial Mobile Radio Service (CMRS), dated August 6, 2003 and as subsequently amended (the "Agreement"); and

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

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

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

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

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

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

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

**T-Mobile USA, Inc.**

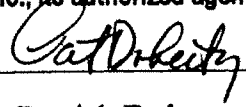
Signature: 

Name: Bryan Fleming  
(Print or Type)

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

Date: 7/26/12

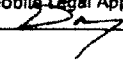
**The Ohio Bell Telephone Company d/b/a AT&T OHIO, by  
AT&T Services, Inc., its authorized agent**

Signature: 

Name: Patrick Doherty  
(Print or Type)

Title: Director - Regulatory  
(Print or Type)

Date: 7/31/12

T-Mobile Legal Approval By:  2012.07.24  
11:12:45  
-05'00'

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