

**INTERCONNECTION AGREEMENT
UNDER SECTIONS 251 AND 252
OF THE
TELECOMMUNICATIONS ACT OF 1996**

This Interconnection Agreement is being entered into by and between Illinois Bell Telephone Company¹ d/b/a AT&T Illinois ("AT&T Illinois"), and Denali Spectrum Operations, LLC ("WSP" or "Requesting Carrier"), (each a "Party" and, collectively, the "Parties"), pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 ("the Act").

RECITALS

WHEREAS, pursuant to Section 252(i) of the Act, WSP has requested to adopt that certain Interconnection Agreement by and between AT&T Illinois and Verizon Wireless for the State of Illinois, which was approved by the Illinois Commerce Commission ("the Commission") under Section 252(e) of the Act on October 24, 2001 in docket number 01-0521, including any Commission approved amendments to such agreement (collectively the "Adopted Agreement"), which is incorporated herein by reference; and

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, WSP and AT&T Illinois hereby agree as follows:

1.0 Incorporation of Recitals and Adopted Agreement by Reference

- 1.1 The foregoing Recitals are hereby incorporated into and made a part of the MFN Agreement.
- 1.2 Except as expressly stated herein, the Adopted Agreement (including any and all applicable Appendices, Schedules, Exhibits, Attachments and Commission-approved Amendments thereto) is incorporated herein by this reference and forms an integral part of the MFN Agreement.

2.0 Modifications to Adopted Agreement

- 2.1 References in the Adopted Agreement to "Verizon Wireless," or "CMRS," or "Carrier," or to "Other" shall for purposes of the MFN Agreement be deemed to refer to WSP as defined herein.
- 2.2 References in the Adopted Agreement to the "Effective Date," the date of effectiveness thereof and like provisions shall for purposes of the MFN Agreement be deemed to refer to the date which is ten (10) days following Commission approval of the MFN Agreement or, absent Commission approval, the date the MFN Agreement is deemed approved under Section 252(e)(4) of the Act. In addition, the MFN Agreement shall expire on August 1, 2005.
- 2.3 The Notices Section in the Adopted Agreement is hereby revised to reflect that Notices should be sent to WSP under the MFN Agreement at the following address:

NOTICE CONTACT	WSP CONTACT
NAME/TITLE	Dan Graf Director of Interconnect
STREET ADDRESS	10307 Pacific Center Court
CITY, STATE, ZIP CODE	San Diego, CA 92121
FACSIMILE NUMBER	858-882-9193

- 2.4 The Notices Section in the Adopted Agreement is hereby revised to reflect that Notices should be sent to AT&T Illinois under the MFN Agreement at the following address:

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

NOTICE CONTACT	<u>AT&T-13STATE</u> CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard, 9 th Floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	214-464-2006

3.0 Clarifications

- 3.1 In entering into this MFN Agreement, the Parties acknowledge and agree that neither Party waives, and each Party expressly reserves, any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in this MFN Agreement (including intervening law rights asserted by either Party via written notice as to the Adopted Agreement), with respect to any orders, decisions, legislation or proceedings and any remands by the FCC, state utility commission, court, legislature or other governmental body including, without limitation, any such orders, decisions, legislation, proceedings, and remands which were issued, released or became effective prior to the Effective Date of this MFN Agreement, or which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review.
- 3.2 It is AT&T Illinois' position that the MFN Agreement, and every interconnection, service and network element provided hereunder, is subject to all rates, terms and conditions contained in the MFN Agreement, and that all of such provisions are integrally related and non-severable.

**Denali Spectrum Operations, LLC
a Delaware limited liability company**

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

By: Denali Spectrum License, LLC
Its sole member

By: Denali Spectrum, LLC
Its sole member

By: Denali Spectrum Manager, LLC
Its manager

By: Doyon, Limited
Its manager

By: Brian Root

By: Eddie A. Reed, Jr.

Printed: Brian Root

Printed: Eddie A. Reed, Jr.

Title: Operations Manager
(Print or Type)

Title: Director - Interconnection Agreement

Date: 2/5/08

Date: 2-10-08

Resale OCN # _____

UNE OCN # _____

SWITCH BASED OCN # 701E

ACNA DPF

CELLULAR/PCS INTERCONNECTION AGREEMENT

by and between

VERIZON WIRELESS

and

AMERITECH ILLINOIS

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CELLULAR/PCS INTERCONNECTION AGREEMENT

This Agreement is by and between Illinois Bell Telephone Company dba Ameritech Illinois (“Telco”) and Verizon Wireless (“Carrier”) for Interconnection for a Commercial Mobile Radio Services (“CMRS”) provider under Sections 251 and 252 of the Act.

WHEREAS, Telco is a Local Exchange Carrier authorized to provide such services in all or portions of the State; and

WHEREAS, Carrier holds authority from the Federal Communications Commission to operate as a cellular and broadband PCS licensee in, among other areas, the State, and intends to provide mobile services employing such licensed frequency; and

WHEREAS, the Parties desire to enter into an agreement for the interconnection of their respective networks within the portions of the State in which both Parties are authorized to operate and the delivery of traffic for the provision of telecommunications services pursuant to the Telecommunications Act of 1996 and other applicable federal, state and local laws;

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements herein contained, the Parties, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS

- 1.1 For purposes of this Agreement, including any and all Appendices and other attachments, the terms set forth below are defined as follows. Unless the context clearly indicates otherwise, any term defined or used in the singular will include the plural. The words "will" and "shall" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other will not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized and not defined in this Agreement will have the meaning in the Act or, in the absence of their inclusion in the Act, their customary usage in the telecommunications industry as of the Effective Date of this Agreement.
- 1.2 "Act" means the Communications Act of 1934, 47 U.S.C. § 151 et seq., as amended by the Telecommunications Act of 1996, and as interpreted from time to time in the duly authorized rules, regulations and orders of the FCC or the Commission and as further interpreted in any judicial review of such rules, regulations and orders.
- 1.3 "Affiliate" is as defined in the Act.
- 1.4 "Ancillary Services" means services such as directory assistance, N11 codes, operator services, the 700, 8YY, and 900 SAC Codes, Switched Access Services, and 976 service. Enhanced 911 ("E911") is not an Ancillary Service.
- 1.5 "Ancillary Services Connection" means a one way, mobile to land Type 1 interface used solely for delivery of Ancillary Services traffic.
- 1.6 "Answer Supervision" means an off-hook supervisory signal sent by the receiving Party's Central Office Switch to the sending Party's Central Office Switch on all Completed Calls after address signaling has been completed.
- 1.7 "Applicable Laws" means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including without limitation those relating to the environment or health and safety, of any Governmental Authority that apply to the Parties or the subject matter of this Agreement.
- 1.8 "Authorized Services" means those cellular and broadband PCS services which Carrier may lawfully provide pursuant to Applicable Laws, including the Act, and that are considered to be CMRS.

- 1.9 “Bellcore” means Telcordia Technologies, Inc.
- 1.10 “Business Day” means Monday through Friday, excluding holidays on which Telco does not provision new retail services and products.
- 1.11 Common Channel Signaling means the signaling system developed for use between switching systems with stored-program control, in which all of the signaling information for one or more Trunk Groups is transmitted over a dedicated high-speed data link rather than on a per-Trunk basis and, unless otherwise agreed by the Parties, the Common Channel Signaling used by the Parties shall be Signaling System 7 (“SS7”).
- 1.12 “CCS” means Centum Call Seconds and is used in conjunction with traffic volumes for engineering purposes.
- 1.13 “Central Office Switch” means a switch, including, but not limited to an End Office Switch, a Tandem Switch, an MSC, and/or a combination End Office/Tandem Switch.
- 1.14 “Claim” means any pending or threatened claim, action, proceeding or suit.
- 1.15 “CMRS” means Commercial Mobile Radio Service as defined by the FCC.
- 1.16 “Commission” means the applicable State agency with regulatory authority over Telecommunications.
- 1.17 “Completed Call” means a call that is delivered by one Party to the other Party in which either Answer Supervision (MF Signaling) or an Answer Message (SS7) is generated by the terminating party and for which a connection is established after Answer Supervision.
- 1.18 “Conversation MOU” means the minutes of use that both Parties’ equipment is used for a Completed Call, measured from the receipt of Answer Supervision to the receipt of Disconnect Supervision.
- 1.19 “Control Office/NOC” means a center or office designated as a single point of contact for the maintenance of a Party’s portion of a Facility or a Trunk.
- 1.20 “Customer” means the end user purchaser of Telecommunications Services from Telco or Carrier. As used herein, the term "Customer" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.
- 1.21 "Day" means calendar Day unless "Business Day" is specified.

- 1.22 “Disconnect Supervision” means an on-hook supervisory signal sent at the end of a Completed Call.
- 1.23 “End Office Switch” is a switch from which Telco’s Customers’ Exchange Services are directly connected and offered.
- 1.24 “ESP/ISP” means a provider of enhanced services (defined at 47 C.F.R. §64.702(a)) and/or information services (defined in the Act at Section 3(20)), and includes an Internet Service Provider, which is an entity that provides its customers the ability to obtain on-line information through the Internet. See In re Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, CC Docket No. 96-98, Declaratory Ruling, paragraph 4.
- 1.25 “Exchange Service” means Telephone Exchange Service as defined in the Act.
- 1.26 “Facility” means the wire, line, circuit and/or cable used to transport traffic between the Parties' respective networks.
- 1.27 “FCC” means the Federal Communications Commission.
- 1.28 “Governmental Authority” means any federal, state, local, foreign, or international court, government, department, commission, board, bureau, agency, official, or other regulatory, administrative, legislative, or judicial authority with jurisdiction over the subject matter at issue.
- 1.29 “Intellectual Property” means copyrights, patents, trademarks, trade secrets, mask works and all other intellectual property rights.
- 1.30 “Interconnection” is as defined in the Act.
- 1.31 “IXC” means Interexchange Carrier, a carrier other than a CMRS provider or a LEC that provides, directly or indirectly, interLATA and /or intraLATA for hire Telecommunications Service.
- 1.32 “InterMTA Traffic” means traffic from Carrier’s network that originates in one MTA and terminates in another MTA, and is carried across the MTA boundary on Carrier's network.
- 1.33 “LATA” means Local Access and Transport Area as defined in the Act.
- 1.34 “LEC” means a Local Exchange Carrier as defined in the Act.
- 1.35 “LERG” means Local Exchange Routing Guide, a Bellcore Reference Document used by Telecommunications Carriers to identify NPA-NXX routing and homing information as well as network element and equipment designations.

- 1.36 “Local Calls” for the purpose of reciprocal compensation, are Authorized Services Completed Calls that originate on either Party’s network, that terminate on the other Party’s network, that are exchanged directly or indirectly between the Parties and that, at the beginning of the call, originate and terminate within the same MTA.
- 1.37 “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 attorneys’ fees).
- 1.38 “MTA” means “Major Trading Area”, as defined in 47 C.F.R. § 24.202(a).
- 1.39 “MSC” means the Mobile Switching Center used by Carrier in performing inter alia originating and terminating functions for calls to or from Carrier’s Customers.
- 1.40 “NANP” means North American Numbering Plan, the system of telephone numbering employed in the United States, Canada, and certain Caribbean countries.
- 1.41 “NPA” means Numbering Plan Area, referred to as an area code and the three digit indicator that is defined by the “A”, “B” and “C” digits of a 10-digit telephone number within the NANP.
- 1.42 “Number Portability” is as defined in the Act and the applicable rules, regulations, orders and rulings of the FCC.
- 1.43 “NXX ” means the three digit switch entity indicator that is defined by the “D”, “E”, and “F” digits of a 10-digit telephone number within the NANP. Each NXX contains 10,000 station numbers.
- 1.44 “Paging Traffic” means traffic to Carrier’s network that results in the sending of a paging message over a paging or narrowband PCS frequency licensed to Carrier or traffic to Telco’s network that results in the sending of a paging message over a paging or narrowband PCS frequency licensed to Telco.
- 1.45 “Party” means either Telco or Carrier. “Parties” means both Telco and Carrier.
- 1.46 “PNP” means Permanent Number Portability, that is, a long-term solution to provide Number Portability for all Customers consistent with the Act and the rules, regulations, orders and rulings of the FCC.
- 1.47 “POI” means Point of Interconnection, or the physical location at which the Parties’ networks meet for the purpose of establishing Interconnection. POIs include a number of different technologies and technical interfaces.
- 1.48 “Rate Center” means the specific geographic point and corresponding geographic area that have been identified by a LEC. NPA-NXXs that have been assigned to a

Telecommunications Carrier for its provision of Exchange Services are associated with specific Rate Centers for the purpose of rating calls.

- 1.49 “Rating Point” means the vertical and horizontal (“V&H”) coordinates assigned to a Rate Center and associated with a particular telephone number for rating purposes. The Rating Point must be in the same LATA as the Routing Point of the associated NPA-NXX as designated in the LERG, but need not be in the same location as that Routing Point.
- 1.50 “Routing Point” means the V&H coordinates that a Telecommunications Carrier has designated as the destination for traffic inbound to services provided by that Telecommunications Carrier that bear a certain NPA-NXX designation. The Routing Point need not be the same as the Rating Point, but it must be in the same LATA as the Rating Point. Central Office Switches are Routing Points for traffic to end users identified by numbers drawn from NPA-NXX designations, as stated in the LERG. Where Carrier has not established Routing Points for its Dedicated NPA-NXXs in its own network, the Routing Point shall be the Telco Tandem Switch where traffic to Telco NXXs in the same NPA is homed.
- 1.51 “SAC Code” means Service Access Code, a non-geographic NPA typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas, for example 500, Toll Free Service NPAs (8YY), 700 and 900.
- 1.52 “State” means the state of Illinois.
- 1.53 “Switched Access Services” means an offering of access to Telco's network for the purpose of the origination or the termination of traffic from or to Exchange Service customers in a given area pursuant to a Switched Access Services tariff. Switched Access Services include: Feature Group A (“FGA”), Feature Group B (“FGB”), Feature Group D (“FGD”), Toll Free Service, 900 access, and Switched Access provided under a single tariff/multiple bill option as described in the ATIS/OBF-MECAB-006 document.
- 1.54 “Tandem Switch” means an access tandem switch or other tandem switch in a Telco network equipped to provide Interconnection between CMRS providers and LECs that is used to connect and switch traffic between and among Central Office Switches and other Telecommunications Carriers' networks for the purpose of providing Exchange Service and Switched Access Services.
- 1.55 “Telecommunications Carrier” is as defined in the Act.
- 1.56 “Telecommunications Service” is as defined in the Act.

- 1.57 “Toll Free Service” means service provided with a dialing sequence that invokes toll-free (i.e., 800-like) service processing. Toll Free Service includes calls to the Toll Free Service 8YY NPA SAC Codes.
- 1.58 “Transiting Service” means switching and transport, if applicable, of traffic between two Telecommunications Carriers, one of which is a Party to this Agreement and one of which is not, carried by the other Party to this Agreement that neither originates nor terminates that traffic on its network while acting as an intermediary.
- 1.59 "Transit Traffic" means traffic handled by a Telecommunications Carrier when providing Transiting Service.
- 1.60 “Trunk” or “Trunk Group” means the switch port interface(s) used and the communications path created to connect Carrier’s network with Telco’s network for the purpose of exchanging Authorized Services Local Calls for purposes of Interconnection.
- 1.61 “Trunk Side” refers to a Central Office Switch interface that is capable of, and has been programmed to treat the Facility as connecting to another switching entity, for example, another Central Office Switch. A Trunk Side interface offers those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.
- 1.62 “Type 1” means a type of Trunk interface as technically defined in Bellcore Technical Reference GR-145-CORE and TA-NPL-000912 as Trunk Side Message Trunk (TSMT) and as provided in accordance with this Agreement. Type 1 is a two or four wire one way or two way Trunk connection between Carrier’s network and Telco's End Office Switch.
- 1.63 “Type 2A” means a type of Trunk interface as technically defined in Bellcore Technical Reference GR-145-CORE and as provided in accordance with this Agreement.
- 1.64 “Type 2B” means a type of Trunk interface as technically defined in Bellcore Technical Reference GR-145-CORE and as provided in accordance with this Agreement and currently only offered in the mobile to land direction.
- 1.65 “UNE” means unbundled network element.
- 1.66 “Wire Center” denotes a building or space within a building that serves as an aggregation point on a given Telecommunication Carrier’s network, where transmission Facilities are connected and switched. Telco’s Wire Center can also denote a building in which one or more Central Office Switches, used for the provision of Exchange Services and Switched Access Services, are located.

2. INTERCONNECTION

- 2.1 Technical Provisions. This Section provides for the physical connection of Carrier's and Telco's networks within the State for the transmission and routing of Telco to Carrier and Carrier to Telco Authorized Services traffic consistent with the requirements of 47 C.F.R. § 51.305. Telco and Carrier will physically connect their networks and exchange traffic originating from or terminating to the other Party's Customers over their networks in connection with Carrier's Authorized Services in accordance with the provisions of this Agreement. Carrier shall deliver all Interconnection traffic destined to terminate on Telco's network through Interconnection Trunks obtained pursuant to this Agreement. This Agreement is not intended to allow for the exchange of Paging Traffic between the Parties' respective networks. If the Parties have Paging Traffic to exchange, a separate interconnection agreement must be negotiated to address that traffic.
- 2.1.1 Authorized Services Interconnection. Authorized Services Interconnection shall be available at the trunk side of a Telco End Office Switch via Type 1 and at the trunk side of a Telco End Office via 2B Authorized Services Interconnections; and at the trunk connection points for a Telco Tandem Switch via Type 2A Authorized Services Interconnection. Authorized Services Interconnection shall also be provided at any technically feasible location in Telco's network at the request of Carrier, as provided in Section 2.1.6. The Parties will attach or incorporate to this Agreement, technical descriptions and if required, descriptions of associated compensation arrangements to cover any such additional Interconnection.
- 2.1.2 Type 2. Carrier will obtain from the NXX code administrator a full NXX consistent with established industry guidelines for use with Type 2A and/or Type 2B interfaces. For calls in the Land-to-Mobile direction, Carrier will utilize the NXX. The administration of the NXX, once assigned, including updates to the LERG, will be the responsibility of Carrier.
- 2.1.3 Type 1. Telco provided Type 1 interfaces will be as described in the definition and in the referenced technical specifications. Any non-TSMT form of Type 1 interface will be eliminated within 90 Days of the Effective Date.
- 2.1.4 Interconnection shall be provided at a level of quality equal to that which such Party provides to itself, a subsidiary, an Affiliate, or any other Telecommunications Carrier.
- 2.1.5 Each Party shall be responsible for providing its own or leased transport Facilities to route calls to and from each other's network.

2.1.6 POI Options. Carrier and Telco shall mutually agree on a POI for each Trunk utilized to carry traffic between their respective networks. A POI may be located at:

- a. the Telco Wire Center where the Facilities terminate for Carrier to Telco Authorized Services traffic, or
- b. Carrier's office where the Facilities terminate for Telco to Carrier Authorized Services traffic, or
- c. another technically feasible location including, at a minimum:
 - (i) The line-side of a local switch;
 - (ii) The trunk-side of a local switch;
 - (iii) The trunk interconnection points for a tandem switch;
 - (iv) Central office cross-connect points;
 - (v) Out-of-band signaling transfer points necessary to exchange traffic at these points and access call-related databases; and
 - (vi) The points of access to unbundled network elements as described in §51.319.

For any such location, the Parties must agree upon technical descriptions and appropriate compensation arrangements for Telco in accordance with Applicable Laws to cover any such POI.

Notwithstanding the foregoing, unless agreed otherwise, no POI shall be located outside the LATA of the Telco Central Office Switch where the Facility is established.

2.1.7 Interconnection Options. Carrier may order Interconnection in the configurations described below:

2.1.7.1 Type 1 – End Office Switch Interface. The parties may establish Trunk Groups at a Telco End Office Switch using a Type 1 interface.

2.1.7.2 Type 2B – End Office Switch Interface. The Parties may establish Trunk Groups at a Telco End Office Switch using a Type 2B interface. Carrier to Telco traffic on such a Trunk Group must be destined for an NPA-NXX residing in that Telco End Office Switch.

2.1.7.3 Type 2A – Tandem Switch Interface. Carrier may establish Trunk Groups at a Telco Tandem Switch using a Type 2A interface. Carrier to Telco traffic on such a Trunk Group must be destined for an NPA-NXX residing in a Telco End Office Switch that homes on that Telco Tandem Switch.

2.1.7.4 In the event that Telco deploys new Tandem Switches after the Effective Date, Telco will provide Carrier with reasonable advance notice of such a change and Telco will work cooperatively with Carrier to accomplish all necessary network changes.

2.1.8 Carrier may designate the interface it wants to receive from the following combinations: Trunk Side terminations at voice grade, DS0 or DS1 level.

3. SIGNALING

3.1 Signaling Protocol. SS7 Signaling is Telco'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.

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

3.2.1 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 Telco's SS7 network that Carrier uses for such exchange, then Carrier shall pay Telco 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 Telco'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 Telco 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 11.3 of this Agreement for determining the amount on InterMTA Traffic; such signaling shall be paid to Telco at SS7 rates listed in Telco's State access tariffs.

- 3.2.2 Parties will cooperate on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate interoperability of Common Channel Signaling-based features between their respective networks, including all intraLATA CLASS Features and functions, to the extent each Party offers such features and functions to its Customers. All Common Channel Signaling parameters will be provided including, without limitation, calling party number ("CPN"), originating line information ("OLI"), calling party category and charge number.

4. NPA-NXX

- 4.1 Each NPA-NXX associated with a Trunk Group using a Type 2A interface must have a single Rating Point and that Rating Point must be associated with a Telco End Office Switch homing on the Telco Tandem Switch where the Trunk Group is located, provided however, that the Rating Point may be designated anywhere in the LATA when the Commission so rules in a proceeding binding Telco. The Rating Point does not have to be the same as the Routing Point.
- 4.2 All terminating traffic delivered by Carrier to a Tandem Switch destined for publicly dialable NPA-NXXs that do not home on that Tandem Switch is misrouted. Telco shall provide notice to Carrier pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, Carrier shall be given thirty (30) Days to cure such misrouting. In the event that Carrier does not cure the problem within the thirty (30) Day period, Telco shall bill and Carrier will pay, in addition to any other normal usage charges, a misroute surcharge that is equal to the rate for end office termination (Type 2B rate). In the event Carrier has ordered trunks or trunk augments, but Telco has not provisioned the trunks or trunk augments to a primary tandem, Telco shall not charge for misroutes coming to that tandem from an alternate tandem in the same LATA. Telco shall deliver all traffic to the appropriate Carrier switch per the LERG. Traffic that is sent by Telco to a non-LERG designated switch shall be deemed misrouted and shall fall under the same terms and conditions as misrouted traffic from Carrier to Telco.

- 4.3 The Parties shall deliver all traffic destined for the other Party's network in accordance with the serving arrangements defined in the LERG except when Carrier's MSC serves NPA-NXXs, some of which home on a Telco Tandem Switch, and some of which home on a non-Telco Tandem Switch. In this case, Telco may establish Facilities and Trunks directly between Telco's Tandem Switch and Carrier's MSC for the completion of all Telco to Carrier calls destined to terminate to such NXXs.
- 4.4 It is the responsibility of Carrier to negotiate Interconnection and traffic transport and termination arrangements directly with other Telecommunications Carriers. Telco will deliver all calls destined to Carrier regardless of the Telecommunications Carrier originating the call. Other than delivering the call, Telco has no responsibility for traffic routed through another Telecommunications Carrier's network to Telco's Tandem Switch destined for Carrier's MSC.

5. TRUNKS

5.1 Unless otherwise agreed herein, Carrier and Telco will interconnect directly in each LATA in which they exchange Local Calls and Switched Access Services traffic. For delivery of mobile to land traffic, the Parties will Interconnect at each Tandem Switch or at each End Office Switch that subtends a Tandem Switch at which the Parties are not Interconnected.

5.2 Installation/Provisioning

5.2.1 Carrier will be responsible for designing, ordering and provisioning all Trunks for Carrier originated traffic. Telco will be responsible for designing, ordering and provisioning all trunks for Telco originated traffic. The default for Trunk facilities shall be one way and each party shall be responsible for their own facilities. In the event the parties mutually agree to jointly shared, bi-directional trunk groups, Carrier and Telco will jointly engineer and maintain the appropriate type of and sizing for Facilities and Trunks according to sound engineering practice, as mutually agreed to by the Parties.

5.2.2 Telco will provide non-discriminatory installation and maintenance intervals that are consistent with the like type services which it provides to itself.

5.2.3 Orders from Carrier to Telco to establish, add, change, or disconnect Trunks shall be submitted using Telco's applicable ordering system.

5.2.4 Orders that comprise a major project that directly impacts the other Party will be jointly planned and coordinated. Major projects are those that require the coordination and execution of multiple orders, or related activities between and among Telco and Carrier work groups, including but not limited to the initial establishment of Interconnection in an area, designated NPA-NXX relocations, re-homes, Facility grooming or major network rearrangements.

5.3 Servicing

5.3.1 The Parties will jointly manage the capacity of Trunk Groups. For jointly provided bi-directional trunks Telco will send a request to Carrier to trigger changes Telco desires to the Trunk Groups based on Telco's capacity assessment. Carrier will issue an ASR to Telco's Wireless Interconnection Service Center.

5.3.2 Carrier may also initiate a change to the Trunk Group based on Carrier's assessment of capacity.

5.3.2.1 Within ten (10) Business Days after receipt of the request, upon review of and in response to Telco's request; or

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

5.3.3 Each Party will be responsible for engineering and maintaining its network and any Facilities and Trunks it provides. Each Party shall cooperate so as not to degrade the network of the other Party.

5.3.4 When Carrier incurs separate charges for Trunks, Carrier shall, upon request, be credited an amount for the period during which Trunks are out of service in accordance with Telco's applicable state Switched Access Services tariff for Feature Group D service.

5.4 Design Blocking Criteria

5.4.1 Forecasting trunk projections and servicing trunk requirements for Interconnection Trunk Groups shall be based on the average time-consistent busy hour load of the busy season, determined from the highest twenty (20) consecutive average Business Days. The average grade-of-service for Interconnection final Trunk Groups shall be the industry standard of one percent (1%) blocking, within the time-consistent twenty day average busy hour of the busy season. Trunk projections and requirements shall be determined by using the industry standard Neil Wilkinson B.01M Trunk Group capacity algorithms for grade-of-service Trunk Groups. (Prior to obtaining actual traffic data measurements, a medium day-to-day variation and 1.0 peakedness factor shall be used to determine projections and requirements.)

5.4.2 The engineered blocking objective for common transport Trunk Groups (CTTG) from Telco End Office Switches to the access Tandem Switch is one-half of one percent (0.5%). The engineered blocking objective for alternate final (AF) Trunk Groups from Telco End Office Switches to the local Tandem Switch is one percent (1%). The engineered blocking objective for direct Trunk Groups from Telco End Office Switches to Carrier's MSC is one percent (1%) for direct final (DF) Trunk Groups and economic ccs for primary high usage groups. The engineered blocking objective for the Trunk Group from the Telco Tandem Switch to the Carrier's MSC is one percent (1%).

5.4.3 When Trunks exceed measured blocking thresholds on an average time consistent busy hour for a twenty (20) Business Day study period, the Parties shall cooperate to increase the Trunks to the foregoing blocking criteria in a timely manner. The Parties agree that twenty (20) Business

Days is the study period duration objective.

5.4.4 Direct Trunking of Carrier Traffic. If the traffic from a single Carrier MSC through any Telco Tandem Switch destined for another specific Telco switch or third party switch at any time during each month of a three month period requires 24 or more fully utilized Trunks consisting of 864 CCS (24 ERLANGS) or more during the Carrier busy hour, then (a) in instances where the traffic is destined for a Telco switch, Telco may require that the Carrier, within one hundred eighty (180) Days after Effective date and initial notification by Telco for initial implementation and one hundred twenty (120) Days for subsequent notifications by Telco, establish a two-way (where such is available) direct Trunk Group to an alternative point of interconnection of the Carrier's choosing (such as a meet point or digital cross connect), at the Telco tandem office building in which the Tandem Switch is located, for traffic destined for the specific Telco end office and each Party will be solely responsible for the cost of facilities used for, such traffic on its side of the alternative point of interconnection and shall not charge the other Party for the use of such facilities; and (b) in instances where the traffic is destined for a third party switch, Carrier shall exercise best efforts to establish direct interconnection with that third party within one hundred eighty (180) Days or as soon thereafter as possible, and thereby to cease transiting through Telco's Tandem Switch traffic destined for that third party switch.

5.4.5 If a Trunk Group is under seventy-five percent (75%) of busy hour CCS capacity on a monthly average basis for each month of any consecutive six (6) month period, either Party may contact the other to discuss resizing the Trunk Group. Neither Party will unreasonably refuse a request to resize the Trunk Group.

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

6. TRUNK FORECASTING

6.1 To permit orderly growth and network management, Carrier shall forecast the volume of traffic of each Trunk associated with each POI. Carrier forecast information must be provided to Telco upon request, as often as twice a year. When extraordinary changes are anticipated, Carrier shall provide additional timely forecasts to account for such changes. The forecasts shall include:

6.1.1 Yearly forecasted Trunk quantities (which include measurements that reflect actual Tandem Switch Authorized Services Interconnection Trunks and Tandem-subtending Authorized Services Interconnection End Office

Switch equivalent Trunk requirements) for two (2) years (current year and one (1) additional year) by quarter;

6.1.2 Identification of each Trunk by the from and to Common Language Location Identifiers (“CLLI”), which are described in Bellcore documents BR 795-100-100 and BR 795-400-100;

6.1.3 A description of major system projects. Major system projects include Trunking or system rearrangements, shifts in anticipated traffic patterns, or other activities by Carrier that are reflected by a significant increase or decrease in Trunk demand for the following forecasting period.

7. COMPENSATION FOR LOCAL AUTHORIZED SERVICES INTERCONNECTION

7.1 Compensation rates for Interconnection are contained in Appendix Pricing (Wireless).

7.2 Compensation for Local Calls Transport and Termination. Subject to the limitations set forth below in Section 7.3, Telco shall compensate Carrier for the transport and termination of Local Calls originating on Telco's network and terminating on Carrier's network. Carrier shall compensate Telco for the transport and termination of Local Calls originating on Carrier's network and terminating on Telco's network. Both Parties shall charge the other Party only for Completed Calls. The rates for this reciprocal compensation are set forth in Appendix Pricing (Wireless).

7.3 Traffic Not Subject to Reciprocal Compensation

7.3.1 Exclusions. Reciprocal compensation shall apply solely to the transport and termination of Local Calls, which shall not include, without limitation, the following:

7.3.1.1 Non-CMRS traffic (traffic that is not intended to originate or terminate to a mobile station using CMRS frequency);

7.3.1.2 Toll-free calls (e.g., 800/888), Information Services Traffic, 500 and 700 calls;

7.3.1.3 Transit Traffic;

7.3.1.4 Paging Traffic;

7.3.1.5 Any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission.

- 7.3.2 The Parties agree that ESP/ISP traffic between them, if any, is presently de minimis. At such time as either Party can economically track and measure such traffic, such Party may remove such traffic from the calculation of reciprocal compensation between the Parties by providing to the other Party appropriate evidence of the existence of such traffic. Records will be retained of all such removed traffic. Upon the conclusion of FCC proceeding CC Docket No. 99-68, the compensation rate established in that proceeding applicable to ESP/ISP traffic (or, if no such rate is established in that proceeding, a compensation rate otherwise established pursuant to the requirements of such proceeding) shall be applied to all removed traffic as described above.
- 7.4 Measuring Calls as Local Calls. In order to measure whether traffic comes within the definition of Local Calls for purposes of calculating reciprocal compensation, the Parties agree as follows:
- 7.4.1 For Telco, the origination or termination point of a call shall be the End Office Switch that serves, respectively, the calling or called party at the beginning of the call.
- 7.4.2 For Carrier, the origination point of a call shall be the cell site/base station which serves, respectively, the calling or called party at the beginning of the call.
- 7.5 Billing And Recording
- 7.5.1 Each Party will record its terminating minutes of use for all intercompany calls. Each Party will perform the necessary call recording and rating for its respective portions of an interchanged call. Each Party shall be responsible for billing and collection from their respective Customers. Each Party shall use procedures that record and measure actual usage for purposes of providing invoices to the other Party pursuant to this Agreement. The Parties recognize that Carrier currently may not have the technical systems in place to measure and bill Telco pursuant to this Agreement. To the extent that Telco does not record the actual amount of Telco-to-Carrier traffic, exclusive of Third Party Traffic (as defined in Section 7.5.2 below), and Carrier does not have the ability to measure and bill the actual amount of Telco-to-Carrier traffic, Carrier shall bill Telco the charges due as calculated and described in Sections 7.5.2 and 7.5.3.
- 7.5.2 When Telco does not record the actual amount of Telco-to-Carrier traffic, exclusive of Third Party Traffic or have any other means of validating Telco-to-Carrier traffic, and Carrier does not have the ability to record the actual amount of such Telco-to-Carrier traffic, the Parties agree to use a factor to determine the amount of Telco-to-Carrier traffic. For purposes of this section, Third Party Traffic means any traffic which originates from

Telecommunications Carriers other than Telco including, but not limited to, Transit Traffic, ported number traffic, call forwarded traffic from a third party LEC, and traffic originated by other Telecommunications Carriers using partial number blocks, InterMTA traffic, and IXC traffic. The factor calculation shall assume a 70/30 percentage split of traffic (70% mobile-to-land and 30% land-to-mobile) and shall be calculated by dividing the measured mobile-to-land traffic terminating to Telco by 70% to reach a quotient representing 100% of all traffic and then subtracting the mobile-to-land from the resulting quotient to determine the land-to-mobile traffic volume.

- 7.5.3 When Carrier uses the billing method set forth in Section 7.5.2, Carrier shall use the Telco invoice to identify the Telco CLLI codes from which the traffic is delivered to Carrier as well as the number of Conversation MOU for each inbound Trunk route. All adjustment factors and resultant adjusted amounts shall be shown for each line item.

8. TRANSITING SERVICE

- 8.1 Description. Transiting Service will be provided by Telco. Telco's Transiting Service allows Carrier to send traffic to a third party network through Telco's Tandem Switch and to receive traffic from a third party network through Telco's Tandem Switch. A Transiting Service rate applies to all Conversation MOUs between Carrier's network and a third party's network that transits Telco's network. Carrier is responsible for payment of the appropriate Telco Transiting Service rates on Transit Traffic originating on its network delivered to Telco, unless otherwise specified. Telco's Transiting Service rate is only applicable when calls do not originate with (or terminate to) Telco's Customer. The rates that Telco shall charge for Transiting Service are outlined in Appendix – Pricing (Wireless). Carrier shall deliver traffic to be handled by Telco's Transiting Service to Telco's Tandem Switch(es).

8.2 If a final order has been entered in Illinois Commerce Commission Docket No. 98-0396 before the Effective Date of this Agreement, then the transiting rate that is established in 98-0396 shall be effective for this Agreement. If a final order has not been entered in Docket No. 98-0396 before the Effective Date of this Agreement, then the transiting rate as of the Effective date shall be Telco's current tariffed rate. The current rate will be replaced on a going-forward basis by the rate established in Docket No. 98-0396.

8.3 Billing. Each Party shall list separately on its bill to the other Party for reciprocal compensation the Conversation MOUs representing Transit Traffic. If Carrier does not record and identify the actual amount of Transit Traffic delivered to it through Telco's Transiting Service, then Carrier shall deduct from the amount of total Conversation MOUs on its bill to Telco for reciprocal compensation a percentage that is equal to the percentage on Telco's reciprocal

compensation bill for the same time period that Transit Traffic minutes bear to the total billed Conversation MOUs. This adjustment will account for Transit Traffic delivered to Carrier by Telco.

- 8.4 Non-Transit Traffic. Carrier shall not route over the Interconnection Trunks provided herein terminating traffic from a third party IXC destined for an End Office Switch in Telco's network. Carrier shall not deliver traffic to Telco under this Agreement from a non-CMRS Telecommunications Carrier.
- 8.5 Direct Connect. Where Telco has in place direct Interconnection Trunks employing Type 2A interface to a Carrier MSC, Telco shall use reasonable efforts not to, but may deliver calls destined to terminate at that Carrier MSC via another Telecommunications Carrier's Tandem Switch, when such Carrier's Tandem Switch is designated in the LERG by Carrier as the Tandem Switch through which that Carrier's MSC is to home, when such Carrier's Tandem Switch is designated in the LERG by Carrier as the Tandem Switch through which that Carrier's MSC is to home.
- 8.6 Third Party Arrangements. Carrier shall establish billing arrangements directly with any third party Telecommunications Carriers to which it may send traffic by means of Telco's Transiting Service. In the event that Carrier does send traffic through Telco's network to a third party Telecommunications Carrier with whom Carrier does not have a traffic interchange agreement, and such third party Telecommunications Carrier makes a Claim against Telco for compensation, Telco will advise both Carrier and the third party Telecommunications Carrier that they need to resolve the matter between themselves. If Telco does so, then Carrier will indemnify Telco for any termination charges Telco subsequently is ordered by a regulatory agency or court to pay such third party Telecommunications Carrier for such traffic, and for any billing and collection costs, and attorneys' fees related to those termination charges. In the event of any such proceeding, Telco agrees to allow Carrier to participate as a party.
- 8.7 Indirect Termination. If either Party originates traffic destined for termination to the other Party, but delivers that traffic to the other Party through another Telecommunications Carrier, the terminating Party shall be entitled to charge transport and termination rates as set forth in Appendix – Pricing (Wireless) to the originating party. The originating Party shall also be responsible for paying any Transiting Service charges, if any, charged by the other Telecommunications Carrier. Carrier shall not charge Telco when Telco provides Transiting Service for calls terminated to Carrier. Neither shall Carrier default bill Telco when Telco provides Transiting Service for unidentified traffic terminating to Carrier, unless

otherwise provided for in this Agreement.

- 8.8 Toll Pool. Notwithstanding anything contained herein to the contrary, when Telco is the primary toll carrier for an independent LEC in the State and such independent LEC originates a call that terminates on Carrier's network, Carrier will bill, and Telco will pay, compensation to Carrier for toll traffic originating from such independent LEC and terminating on Carrier's network as though the traffic originated on Telco's network.

9. TERMS AND COMPENSATION FOR USE OF FACILITIES

- 9.1 Each Party shall be responsible for providing its own or leased transport Facilities to route calls to and from the POI. Each Party may construct its own Facilities, it may purchase or lease these Facilities from a third party, or it may purchase or lease these Facilities from the other Party, if available, pursuant to tariff or separate contract. Facilities between the Parties' respective networks will not be provided pursuant to this Agreement.
- 9.2 Except when a Type 1 interface is employed, in which case analog Facilities may be used, the Parties will connect their networks using digital Facilities of at least DS-1 transmission rates.
- 9.3 The following shall apply solely for Facilities dedicated for transport of Interconnection traffic.
- 9.3.1 Each Party reserves the right to discontinue the use, for delivering Interconnection traffic from its network, of all, or a portion, of the Facilities provided by the other Party. This provision does not negate any obligations either Party may have regarding such Facilities, such as, but not limited to term and notice provisions. Nothing herein will obligate Telco to reimburse Carrier for Facilities obtained from a third party unless Carrier purchases Facilities from a third party and Telco utilizes such Facilities for the transport of traffic originating on the Telco network.
- 9.3.2 Absent agreement of the Parties to the contrary, the cost of shared Facilities and Trunks, when Facilities of DS1 or smaller are dedicated to provide traffic under this Agreement, will be split between the Parties either on relative actual traffic volumes (if the Parties can measure actual traffic volumes in both directions) or, in the absence of actual traffic measurement capabilities, according to the 70/30 algorithm described in Section 7.5.2.
- 9.3.3 Originating Party Provides Its Own Facilities and/or Trunks. When a Party uses its own Facilities and/or Trunks (either through self

provisioning, or through the purchase of Facilities from the other Party or from third parties) to deliver Interconnection traffic originating on its network to the POI, such Party shall provide such Facilities and/or Trunks at its sole cost and expense and no compensation shall be due to the other Party. Such self provisioning shall be the default unless Parties mutually agree to jointly provisioned Trunks. If the parties do not agree to jointly provided Trunks the Parties will have a maximum of six (6) months to provision their own Facilities. Until the Parties are actually operational under their own Facilities the party utilizing the other party's Facilities shall compensate the other at the rate described in Section 9.3.4. Carrier initiated nonrecurring charges for terminating Telco provided facilities shall mirror Telco nonrecurring rates for terminating Carrier provided facilities.

- 9.3.4 **Originating Party Uses Terminating Party's Facilities.** When a Party uses Facilities and/or Trunks dedicated to the transmission of Authorized Services traffic between the Parties' two networks, which are provided by the other Party (either through self provisioning, or through the purchase of Facilities from the other Party or from third parties), to deliver Interconnection traffic originating on its network, and such Facilities and/or Trunks are shared by the Parties, such Party will reimburse the other Party for a proportionate share of the cost of Facilities and/or Trunks incurred by the other Party under this Agreement based upon the provisions in Section 9.3.3 and this section. Parties agree to share the cost of jointly used Facilities provided by Carrier. Carrier shall bill and Telco shall pay Carrier at a rate representative of DS1 equivalent traffic based upon 200,000 MOUs over a single month. Carrier's rate shall approximate its average cost of a DS1 over tariffed DS1 and DS3 Facilities and high speed contract Facilities, if mixed use Facilities are designated by Carrier to carry local Interconnection traffic. Carrier's rate is specified in Appendix - Pricing (Wireless) and is expressed as both a monthly figure and as an MOU additive. Telco may choose which method outlined in Appendix- Pricing (Wireless) it wishes to use. These rates are Carrier-specific; any other carrier adopting this Agreement must supply its own Carrier-specific data to support its rate. Land-to-Mobile traffic may be derived from the 70/30 algorithm or based upon actual measurements. Nonrecurring charges for joint use Facilities will be split by the two parties based upon the percentage use of the Facilities. Carrier initiated nonrecurring charges for the work required on its side shall mirror Telco nonrecurring rates.

10. BILLING AND PAYMENT

10.1 Charges and Payment.

- 10.1.1 Each Party agrees to pay the other all undisputed billed amounts by the

earlier of (i) the payment date, which may be set no earlier than thirty (30) Days after the bill date, or (ii) the next bill date (i.e. the same date in the following month as the bill date). The undisputed portions of all bills are to be paid when due. All Facilities and serving arrangement charges shall be billed monthly in advance, except those charges due for the initial month, or a portion of the initial month during which new items are provided, in which case charges will be included in the next bill rendered. If the date on which a bill is due as provided above is on a Day other than a Business Day, payment will be made on the next Business Day. Payments will be made in U.S. dollars.

- 10.1.2 Usage-sensitive charges hereunder shall be billed monthly in arrears by both Parties.
- 10.1.3 All non-usage-sensitive monthly charges shall be billed by Telco monthly in advance, except those charges due for the initial month, or a portion of the initial month during which new items are provided, will be included in the next bill rendered.
- 10.1.4 All Facilities charges owed to Carrier by Telco under Section 9.3.4, above, shall be billed by Carrier to Telco thirty (30) Days following receipt by Carrier of Telco's invoice.
- 10.1.5 Late Payment Charge. Bills will be considered past due thirty (30) Days after the bill date or by the next bill date (i.e., same date as the bill date in the following month), whichever occurs first, and are payable in immediately available U.S. funds. If the amount billed is received by the billing Party after the payment due date or if any portion of the payment is received by the billing Party in funds which are not immediately available to the billing Party, then a late payment charge will apply to the unpaid balance. The late payment charge will be as set forth in Telco's applicable state tariff. When there is no applicable tariff in the State, any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1½%) per month or (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the number of Days from the Bill Due Date to and including the date that payment is actually made.
- 10.1.6 Billing Disputes. The billed Party has sixty (60) Days after the receipt of the invoice to officially dispute, in writing, the charges which have been withheld from the billing Party. Such billing dispute will include specific invoice and dispute detail for the billing Party to be able to properly investigate the dispute. If the appropriate billing contacts are unable to resolve the dispute within sixty (60) Days after receipt of the written billing dispute, the issue may be escalated to appropriate business representatives who will then have thirty (30) Days to resolve the dispute.

In the event that the billing dispute cannot be resolved by the appropriate business representatives, either Party may commence a dispute resolution in accordance with the Dispute Resolution provisions set forth in this Agreement.

10.1.7 Backbilling. Charges for all services or Trunks provided pursuant to this Agreement may be billed by the billing Party for up to one (1) year after the initial date such item was furnished. This Section shall not apply to backbilling that would be appropriate where changes are not evident other than through an audit pursuant to Audit provisions of this Agreement.

10.1.8 Backcredits. Neither Party may request credit for any billing by the other Party pursuant to this Agreement more than one (1) year after the date of the bill on which the service or Trunk was billed. Any such request will be in writing and contain sufficient detail to allow the other Party to properly investigate the request. If the request for credit leads to a billing dispute, such dispute shall be handled in accordance with Section 10.2.6 above. This Section shall not apply to requests for credit in the following situations: when the true-ups are provided for in this Agreement, or where changes are not evident other than through an audit pursuant to Audit provisions of this Agreement.

10.1.9 Tariffed Items. Where charges specifically refer to tariffed rates, then those tariffed rates and those alone shall be deemed amended to conform to any authorized modifications that may hereafter occur to those tariffed rates. Such amendments shall become effective upon the effective date of tariff modification.

10.2 Invoices

10.2.1 Invoices shall comply with nationally accepted standards agreed upon by the Ordering and Billing Forum (OBF) for billing access traffic. Reciprocal compensation invoices from Carrier shall contain detail to substantiate billed traffic which originates from Telco's network.

10.2.2 Parties agree that each will perform the necessary call recording and rating for its respective portions of an exchanged call in order to invoice the other Party.

10.2.3 Invoices between the Parties shall include, but not be limited to the pertinent following information.

- Identification of the monthly bill period (from and through dates)
- Current charges
- Past due balance
- Adjustments

- Credits
- Late payment charges
- Payments
- Contact telephone number for billing inquiries

The Parties will provide a remittance document with each invoice identifying:

- Remittance address
- Invoice number and/or billing account number
- Summary of charges
- Amount due
- Payment due date (at least thirty (30) Days from the bill date)

10.2.4 Invoices between the Parties will be provided on paper and will be the primary bill, unless a mechanized format is mutually agreed upon and subsequently designated in writing by both Parties as the primary bill.

10.2.5 Invoices will be based on Conversation MOUs for all completed calls and are measured in total conversation time seconds, which are totaled (by originating and terminating CLLI code) for the monthly billing cycle and then rounded up to the next whole minute.

10.2.6 When Telco is unable to bill for Facilities and/or Trunks based on the Parties proportionate use, Carrier will bill Telco under separate invoice for Telco's proportionate share of Facilities and/or Trunks, as stated within Section 9.3.10.2.7 Carrier will bill Telco by LATA, by state, based on the terminating location of the call. Carrier will display the CLLI code(s) associated with the Trunk through which the exchange of traffic between Telco and Carrier takes place as well as the number of calls and Conversation MOUs for each inbound Facility route. Telco will bill Carrier by LATA and by the End Office/Tandem Switch, based on the terminating location of the call and will display and summarize the number of calls and Conversation MOUs, for each terminating office.

10.3 *Disputed claims may not be netted by the Parties.*

11. TRANSMISSION AND ROUTING OF EXCHANGE ACCESS SERVICE TRAFFIC

11.1 This Section 11 provides the terms and conditions for the exchange of traffic between Carrier's network and Telco's network for Switched Access Services to IXCs, thus enabling Carrier Customers to access IXCs for the transmission and routing of interMTA and interLATA calls.

11.2 IXC Traffic

- 11.2.1 Carrier may send traffic to IXCs via Type 2A interface utilizing FGD protocol.
- 11.2.2 If traffic is handed from Telco directly to an IXC, from Carrier directly to an IXC, from Carrier to an IXC via Trunks with Type 2A interfaces, or from an IXC directly to Telco, access charges shall not apply to Carrier.
- 11.2.3 When used in the Carrier to Telco direction, Trunks employing a Type 2A interface may be provided to a Telco Tandem Switch to transport calls from Carrier's premises to an IXC's Switched Access Services Feature Group D service at the same Tandem Switch.
- 11.2.4 When the Parties jointly provide access service to an IXC, each Party will provide its own part of the access service to the IXC. Each Party will bill its own access services rates to the IXC. Pursuant to the procedures described in Multiple Exchange Carrier Access Billing ("MECAB") document SR-BDS-000983, Issue 5, June 1994, the Parties shall provide to each other the Switched Access Detail Usage Data and Switched Access Summary Usage Data to bill for jointly provided service, such as Telco's Switched Access Service or Carrier's access service. The Parties shall provide this data to each other at no charge. 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. Each Party shall provide the other Party the billing name, billing address, and carrier identification code ("CIC") of the IXCs that may utilize any portion of that Party's network in order to comply with the Meet Point Billing ("MPB") Notification process as outlined in the MECAB document.
- 11.2.5 **THIS SECTION 11.2.5 APPLIES ONLY IN ILLINOIS, INDIANA, MICHIGAN, OHIO AND WISCONSIN.** This arrangement requires a separate Trunk Group employing a Type 2 interface. When Telco is not able to record Carrier-originated traffic to an IXC, Carrier will also provide to Telco, using industry standard data record formats, recordings of all calls (both completed calls and attempts) to IXCs from Carrier's network using Trunks employing a Type 2A interface.

11.3 InterMTA Traffic

- 11.3.1 For the purpose of compensation between Telco and Carrier under this Agreement, InterMTA Traffic is subject to the rates stated in Appendix – Pricing (Wireless).
- 11.3.2 As of the Effective Date hereof, the Parties cannot accurately measure the amount of Carrier-to-Telco InterMTA traffic delivered by Carrier to Telco

through the Trunks provided for herein. Accordingly, for purposes of this Agreement, the Parties agree that twelve percent (12%) of the Carrier-to-Telco traffic delivered by Carrier to Telco through the Trunks provided for herein shall be deemed InterMTA traffic. No amount of Telco-to-Carrier traffic 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-Telco traffic delivered by Carrier to Telco 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-Telco 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-Telco 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-Telco 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-Telco 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-Telco deemed InterMTA Traffic. Renegotiation of the percentage of Carrier-to-Telco traffic deemed InterMTA Traffic after the Initial Term shall occur no more frequently than once every twenty-four (24) months.

- 11.3.3 Pursuant to the procedure established in Section 11.3.2 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 Telco 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 Authorized Service traffic in the State, and the coverage and nature of Carrier's

Authorized Services in the State. Based on such confidential network traffic information and certain other information otherwise known to Telco and notwithstanding the InterMTA Traffic percentage stated in Section 11.3.2, the Parties agree that the revised percentage of Carrier to Telco traffic exchanged hereunder deemed to be InterMTA Traffic shall be five percent (5%), which percentage shall be effective during the Initial Term and thereafter until modified as provided in Section 11.3.2.

12. TRANSMISSION AND ROUTING OF OTHER TYPES OF TRAFFIC

12.1 Ancillary Services Traffic.

12.1.1 When delivering Ancillary Services traffic to Telco, Carrier must use at least one connection in each LATA dedicated solely for Ancillary Services traffic. The connection used must be an Ancillary Services Connection.

12.1.2 Notwithstanding Section 12.1.1, Directory Assistance and/or Operator Services traffic may be delivered through a dedicated Trunk employing a Type 2A interface to a Telco Operator Services Switch.

12.2 Wireless 911 Services.

12.2.1 With respect to all matters relating to 911 and/or E911 Services, the Parties shall work together to meet any and all applicable requirements mandated under Applicable Laws. Should Carrier desire to obtain E911 Services, it may order them pursuant to tariff, where available, or negotiate an amendment to the Agreement.

12.2.2 Wireless E911 Services are not considered Ancillary Services and cannot be provided using Ancillary Services Connections.

12.2.3 **THIS SECTION APPLIES ONLY TO TEXAS:** Within 30 Days of final approval of this Agreement by the relevant state Commission, Telco and Carrier shall notify The Advisory Commission on State Emergency Communications for the State of Texas if they are routing 911/E911 calls to seven or ten digit screening numbers instead of directly through as 911/E911 calls and they shall specify the areas where such is occurring and under what type of conditions. Upon request of the appropriate 911/E911 customer (PSAP), the Parties shall cease the practice of routing 911/E911 calls to seven or ten digit screening numbers instead of directly through as 911/E911 calls. The Parties agree that the 911/E911 service is

provided for the use of the 911/E911 customer, and recognize the authority of the 911/E911 customer to establish service specifications and grant final approval (or denial) of service configurations or modifications offered by Telco and Carrier. The terms and conditions for 911/E911 service in this Agreement shall be subject to renegotiation in the event that the 911/E911 customer orders changes to the 911/E911 service that necessitate revision of this Agreement, but implementation of wireless 911/E911 shall not be delayed pending any such renegotiation.

- 12.3 Directory Assistance. If Carrier desires to purchase Directory Assistance Services from Telco, the Parties will negotiate appropriate additions to this Agreement.
- 12.4 Operator Assisted Calls. Operator assisted calls are limited to 0+ or 0- calls on a sent paid basis only. The term "sent paid" means that all calls must be paid for by Carrier's Customer at the time the call is placed. This can be accomplished by using a telecommunications credit card, placing the call collect or billing the call to a third number. No charges are incurred by Carrier.

13. AMENDMENTS, CHANGES, AND MODIFICATIONS: WAIVER

- 13.1 If either Party proposes to make any permanent changes in the arrangements provided for in this Agreement, or any Attachments, or any permanent change in its operations that would affect the other Party's operations or services once the Trunks, apparatus, equipment, or any other item furnished by the Parties under this Agreement are installed, the changing Party shall give reasonable advance written notice to the other Party of such changes, advising when such changes will be made. All such changes shall be coordinated with the non-changing Party. Nothing in this Section shall affect the Parties' rights and obligations under this Agreement.
- 13.2 Subject to specific provisions herein to the contrary, each Party shall be solely responsible, at its expense, for the overall design of its services and for any redesigning or rearrangement of its services that may be required because of changes in Facilities, Trunks, operations or procedures of the other Party, minimum network protection criteria, or operating or maintenance characteristics of the Trunks.
- 13.3 No provision of this Agreement shall be deemed waived, amended, or modified by either Party, unless such waiver, amendment, or modification is in writing and signed by the authorized representatives of both Parties. Neither Party shall be bound by any amendment, modification or additional terms unless it is reduced to writing and signed by an authorized representative of the Party sought to be bound. 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, unless agreed to by the receiving Party in writing.

- 13.4 The failure of either Party to enforce or insist that the other Party comply with the terms or conditions of this Agreement, or the waiver by either Party in a particular instance of any of the terms or conditions of this Agreement, shall not be construed as a continuing, future or general waiver or relinquishment of the terms, conditions, rights or privileges, but this Agreement shall be and remain at all times in full force and effect.

14. ASSIGNMENT

- 14.1 Neither Party may assign, subcontract, or otherwise transfer its rights or obligations under this Agreement except under such terms and conditions as are mutually acceptable to the other Party and with such Party's prior written consent, which consent shall not be unreasonably withheld; provided that each Party may assign this Agreement to an 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. Notwithstanding the foregoing, Carrier may not assign nor transfer this Agreement (or any rights or obligations hereunder) to its Affiliate if that Affiliate is party to another agreement with Telco under Section 251/252 of the Act. Any attempted assignment or transfer that is not permitted is void ab initio. Nothing in this Section 14.1 is intended to impair the right of either Party to utilize subcontractors.
- 14.2 This Agreement will be binding on and inure to the benefit of the Parties' respective successors and permitted assigns.

15. AUDITS

- 15.1 Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved.
- 15.2 Upon reasonable written notice and at its own expense, each Party or its authorized representative (providing such authorized representative does not have a conflict of interest related to other matters involving one of the Parties) shall have the right to conduct an audit of the other Party, which audit shall be limited to the sole purpose of determining compliance with the provisions of this Agreement. Neither Party may request more than one (1) such audit within any twelve (12) month period. This includes on-site audits at the other Party's or the other Party's vendor locations.
- 15.3 Each Party, whether or not in connection with an audit, shall maintain reasonable records for a minimum of twenty-four (24) months and provide the other Party with reasonable access to such information as is necessary to determine amounts

receivable or payable under this Agreement.

- 15.4 Each Party's right to access information for audit purposes is limited to data not in excess of twenty-four (24) months in age.
- 15.5 The audited Party may require the auditing Party to use the services of a third Party independent auditor instead of its own employees for such audit if reasonably necessary to protect Proprietary Information.
- 15.6 If any audit confirms any undercharge or overcharge, then the audited Party will (i) for any overpayment, promptly correct any billing error, including making refund of any overpayment by the auditing Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of or failure to act by the audited Party, immediately compensate the auditing Party for such undercharge, in each case with interest at the lesser of (a) one and one-half percent (1½%) per month, or (b) the highest rate of interest that may be charged under Applicable Law, compounded daily, for the number of Days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available, as the case may be.

16. AUTHORIZATION

- 16.1 Telco represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation, that SBC Telecommunications, Inc. has full power and authority to execute and deliver this Agreement as agent for Telco, and that Telco 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 its incorporation, and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.
- 16.3 Each Party warrants that it has obtained or will obtain prior to operating under this Agreement, all-necessary jurisdictional licenses, authorizations and/or certifications required in those jurisdictions in which it will order services or Facilities or will operate under this Agreement. Upon request, each Party shall provide proof of such licenses, authorizations and/or certification.
- 16.4 The complete list of Carrier's Access Carrier Name Abbreviation (ACNA) codes covered by this Agreement is listed below. Any addition, deletion or change in name associated with these listed ACNA codes requires notice to Telco. Notice must be received before orders can be processed under a new or changed ACNA code.

ACNA List: MGH
MHV
CRR

17. COMPLETE TERMS

17.1 This Agreement, together with its appendices and any other attachments, constitutes the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Appendices and any other attachments referred to herein or attached hereto are deemed incorporated by this reference.

18. COMPLIANCE

18.1 Each Party will comply, at its own expense, with all Applicable Laws relating to its performance under this Agreement, including but not limited to safety and health regulations relating to one Party's activities at the other Party's locations, and to indemnify and hold the other Party harmless for any judgments, citations, fines, or other penalties which are assessed against such other Party as the result solely of the first Party's failure to comply with any Applicable Law.

18.2 Trunks and services provided under this Agreement will not be used knowingly for any purpose or in any manner, directly or indirectly, in violation of law or in aid of any unlawful act or undertaking. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of Applicable Law.

19. CONFIDENTIAL INFORMATION

19.1 For the purposes of this Agreement, confidential information ("Confidential Information") means confidential or proprietary technical or business information given or made available by one Party (the "Discloser") to the other (the "Recipient"). All information which is disclosed by one Party to the other in connection with this Agreement, during negotiations and the term of this Agreement will be deemed proprietary to the Discloser and subject to this Section 19 when marked at the time of delivery as "Confidential" or "Proprietary," or, if communicated orally, identified as "Confidential" or "Proprietary" (i) at the time of delivery, or (ii) in writing within ten (10) Days thereafter. The Recipient agrees (i) to use Confidential Information only for the purpose of performing under this Agreement, (ii) to use the same degree of care (a) to hold such Confidential Information in confidence and (b) to not disclose it to anyone other than its employees and attorneys having a need to know for the purpose of performing under this Agreement, as the recipient uses for its own confidential information of similar importance, but in no event less than reasonable care, and (iii) to safeguard it from unauthorized use or disclosure using at least the same degree of care with which the Recipient safeguards its own Confidential

Information of similar importance, but in no event less than reasonable care. If the Recipient wishes to disclose the Discloser's Confidential Information to a third-party agent or consultant, the agent or consultant must have executed a written agreement to abide by the terms of this Section 19.

- 19.2 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies will be subject to the same restrictions and protections as the original and will bear the same copyright and proprietary rights notices as are contained on the original.
- 19.3 The Recipient agrees to return all Confidential Information in tangible form received from the Discloser, including any copies made by the Recipient, within thirty (30) Days after a written request is delivered to the Recipient, or to destroy all such Confidential Information if directed to do so by Discloser, except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement. The Recipient shall certify destruction by written letter to the Discloser. If either Party loses or makes an unauthorized disclosure of the other Party's Confidential Information, it will notify such other Party immediately and use its best efforts to retrieve the lost or wrongfully disclosed information.
- 19.4 The Recipient shall have no obligation to safeguard Confidential Information that: (i) was, at the time of receipt, already known to the Recipient free of any obligation to keep confidential and evidenced by written records prepared prior to delivery by the Discloser; (ii) is, or becomes publicly known through no wrongful act of the Recipient; (iii) is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the Discloser with respect to such information; (iv) is independently developed by an employee, agent, or contractor of the Recipient which individual is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the Proprietary Information; (v) is disclosed to a third person by the Discloser without similar restrictions on such third person's rights; (vi) is approved for release by written authorization of the Discloser; is required to be made public by the Recipient pursuant to applicable law or regulation provided that the Recipient shall furnish the Discloser with written notice of such requirement as soon as possible and prior to such disclosure. The Discloser 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 Recipient's compliance with this Section 19 with respect to all or part of such requirement. The Recipient shall use all commercially reasonable efforts to cooperate with the Discloser in attempting to obtain any protective relief that such Discloser chooses to obtain.
- 19.5 Either Party will have the right to disclose Confidential Information to any mediator, arbitrator, state or federal regulatory body, or a court in the conduct of any mediation, arbitration or approval of this Agreement, as long as, in the

absence of an applicable protective order, the Discloser has been previously notified by the Recipient in time sufficient for the Recipient to undertake all lawful measures to avoid disclosing such information and for Discloser to have reasonable time to seek or negotiate a protective order before or with any applicable mediator, arbitrator, state or regulatory body or a court.

- 19.6 The Parties recognize that an individual end user may simultaneously seek to become or be a Customer of both Parties. Nothing in this Agreement is intended to limit the ability of either Party to use customer specific information lawfully obtained from Customers or sources other than the Discloser.
- 19.7 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination without renewal for a period of two years.
- 19.8 Except as otherwise specifically provided herein, no license is hereby granted under any patent, trademark, or copyright, nor is any such license implied solely by virtue of the disclosure of any Confidential Information.
- 19.9 Notwithstanding any other provision of this Agreement, the Confidential Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement and each Party's obligation to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination.
- 19.10 Pursuant to Section 222(b) of the Act, both Parties agree to limit their use of Confidential Information received from the other to the permitted purposes identified in the Act.
- 19.11 Notwithstanding any of the foregoing, Telco shall be entitled to disclose Confidential Information on a confidential basis to regulatory agencies upon request for information as to Telco's activities under the Act and Telco need not provide prior written notice of such disclosure to Carrier if Telco has obtained an appropriate order for protective relief or other reliable assurance that confidential treatment shall be accorded to such Confidential Information.
- 19.12 Each Party agrees that the Discloser may be irreparably injured by a disclosure in breach of this Agreement by the Recipient or its representatives and the Discloser will be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach or threatened breach of the confidentiality provisions of this Agreement. Such remedies will not be deemed to be the exclusive remedies for a breach of this Agreement, but will be in addition to all other remedies available at law or in equity.

20. DISCLAIMER OF WARRANTIES

20.1 EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NEITHER PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE INTERCONNECTION, FUNCTIONS, PRODUCTS AND SERVICES IT PROVIDES UNDER THIS AGREEMENT AND EACH PARTY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, NEITHER PARTY TO THIS AGREEMENT ASSUMES ANY RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY ANY OTHER PARTY TO THIS AGREEMENT WHEN SUCH DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

21. DISPUTE RESOLUTION

- 21.1 Finality of Disputes. Except as otherwise specifically provided for in this Agreement, no Claims will be brought for disputes arising from this Agreement more than 24 months from the date the occurrence which gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention.
- 21.2 Alternative to Litigation. Except as otherwise specifically provided for in this Agreement, the Parties desire to resolve disputes arising out of this Agreement without court litigation. Accordingly, the Parties agree to use the following Dispute Resolution procedure with respect to any controversy or Claim arising out of or relating to this Agreement or its breach.
- 21.3 Commencing Dispute Resolution. Dispute Resolution shall commence upon the sending from one Party to the other of written notice of a controversy or Claim arising out of or relating to this Agreement or its breach. No Party may pursue any Claim unless such written notice has first been given to the other Party.
- 21.4 Informal Resolution of Disputes. When such written notice has been given, as required by Section 21.3, each Party, within ten (10) Business Days of receipt of such notice, will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon mutual agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in any formal dispute resolution process arising out of the dispute (i.e., arbitration, complaint before the Commission, or court action) without the prior written concurrence of both Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

- 21.5 Formal Dispute Resolution. If the Parties are unable to resolve the dispute within forty (40) days after the Parties' appointment of designated representatives through the informal procedure described above in Section 21.4, then either Party may seek other relief under Applicable Laws.
- 21.6 Resolution of Billing Disputes. The following provisions apply specifically to the resolution of billing disputes.
- 21.6.1 When a billing dispute is resolved in favor of the billed Party the following will occur within thirty (30) Days:
- 21.6.1.1 Interest will be paid by the billing Party on any amounts paid in excess of the amount found to be due according to the Dispute Resolution.
- 21.6.1.2 Payments made in excess of the amount found to be due according to the Dispute Resolution will be reimbursed by the billing Party.
- 21.6.2 When a billing dispute is resolved in favor of the billing Party, the following will occur within thirty (30) Days:
- 21.6.2.1 Late payment charges will be paid by the billed Party on any amount not paid that was found to be due according to the Dispute Resolution.
- 21.6.2.2 Any amounts not paid but found to be due according to the Dispute Resolution will be paid to the billing Party.
- 21.7 No Conflict. The Dispute Resolution procedures set forth in this Agreement are not intended to conflict with applicable requirements of the Act or the State Commission with regard to procedures for the resolution of disputes arising out of this Agreement.

22. EFFECTIVE DATE

- 22.1 This Agreement shall become effective upon approval by the Commission ("Effective Date").

23. FORCE MAJEURE

- 23.1 Neither Party shall be liable for any delay or failure in performance of any part of

this Agreement from any cause beyond its control, or control of its affiliated companies and entities, 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, cable cuts, 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. In such event, the Party affected shall, upon giving prompt notice to the other Party, be excused from such performance on a Day-to-Day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a Day-for-Day basis to the extent such Party's obligations related to the performance so interfered with). The affected Party shall use its best efforts to avoid or remove the cause of nonperformance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

24. GOVERNING LAW

24.1 The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties will be governed by the Act, FCC rules and regulations, Commission rules and regulations, and the domestic laws of the State, without regard to its conflicts of laws principles.

25. HEADINGS

25.1 The headings in this Agreement are inserted for convenience and identification only and will not be considered in the interpretation of this Agreement.

26. INDEMNITY

26.1 Except as otherwise expressly provided herein or in specific appendices, each Party shall be responsible only for the Interconnection, functions, products, Facilities, Trunks and services 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 Interconnection, functions, products and services provided by the other Party, its agents, subcontractors, or others retained by such parties.

26.2 Except as otherwise expressly provided herein or in specific appendices, and to the extent not prohibited by Applicable Law and not otherwise controlled by tariff, each Party (the "Indemnifying Party") shall release, defend and indemnify the other Party (the "Indemnified Party") and hold such Indemnified Party harmless against any Loss to a third party arising out of the negligence or willful misconduct ("Fault") of such Indemnifying Party, its agents, its Customers, contractors, or others retained by such parties, in connection with the

Indemnifying Party's provision of Interconnection, functions, products and services under this Agreement; provided, however, that (i) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (ii) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (iii) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract.

26.3 In the case of any Loss alleged or claimed by a Customer of either Party, the Party whose Customer alleged or claimed such Loss (the "Indemnifying Party") shall defend and indemnify the other Party (the "Indemnified Party") against any and all such Claims or Losses by its Customer regardless of whether the underlying Interconnection, function, product or service giving rise to such Claim or Loss was provided or provisioned by the Indemnified Party, unless the Claim or Loss was caused by the gross negligence or willful misconduct of the Indemnified Party.

26.4 A Party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other Party ("Indemnified Party") against any Claim or Loss arising from the Indemnifying Party's use of Interconnection, functions, products and services provided under this Agreement involving:

26.4.1 any Claim or Loss arising from such Indemnifying Party's use of Interconnection, functions, products and services offered under this Agreement, involving any Claim for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party's or its Customer's use.

26.4.1.1 The foregoing includes any Claims or Losses arising from disclosure of any Customer-specific information associated with either the originating or terminating numbers used to provision Interconnection, functions, products or services provided hereunder and all other Claims arising out of any act or omission of the Customer in the course of using any Interconnection, functions, products or services provided pursuant to this Agreement.

26.4.1.2 The foregoing includes any Losses arising from Claims for actual or alleged infringement of any Intellectual Property right of a third party to the extent that such Loss arises from an Indemnifying Party's or an Indemnifying Party's Customer's use of Interconnection, functions, products or services provided under this Agreement; provided, however, that an Indemnifying

Party's obligation to defend and indemnify the Indemnified Party shall not apply:

- 26.4.1.2.1 where an Indemnified Party or its Customer modifies Interconnection, functions, products or services; and
- 26.4.1.2.2 no infringement would have occurred without such modification.

26.4.2 any and all penalties imposed on either Party because of the Indemnifying Party's failure to comply with the Communications Assistance to Law Enforcement Act of 1994 (CALEA); provided that the Indemnifying Party shall also, at its sole cost and expense, pay any amounts necessary to modify or replace any equipment, or services provided to the Indemnified Party under this Agreement to ensure that such equipment, and services fully comply with CALEA.

26.5 Intellectual Property. Should this Agreement be modified at any time to allow a Party to obtain network elements, the Parties will immediately negotiate appropriate provisions to address the protection of third party Intellectual Property rights related to any provided network elements and the indemnification of the providing Party for asserted or actual violations of those rights by the other Party.

26.6 Each Party ("Indemnifying Party") shall reimburse the other Party ("Indemnified Party") for damages to the Indemnified Party's equipment, Interconnection Trunks and other property utilized to provide Interconnection hereunder caused by the negligence or willful act of the Indemnifying Party, its agents, subcontractors or Customer or resulting from the Indemnifying Party's improper use of the Indemnified Party's equipment, Interconnection Trunks or other property, or due to malfunction of any functions, products, services or equipment provided by any person or entity other than the Indemnified Party. Upon reimbursement for damages, the Indemnified Party will cooperate with the Indemnifying Party in prosecuting a Claim against the person causing such damage. The Indemnifying Party shall be subrogated to the right of recovery by the Indemnified Party for the damages to the extent of such payment.

26.7 Indemnification Procedures

26.7.1 Whenever a Claim shall arise for indemnification under this Section 26, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request in writing 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 to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim.

- 26.7.2 The Indemnifying Party shall have the right to defend against such liability or assertion, in which event the Indemnifying Party shall give written notice to the Indemnified Party of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party.
- 26.7.3 Until such time as Indemnifying Party provides written notice of acceptance of the defense of such Claim, the Indemnified Party shall defend such Claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party 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.
- 26.7.4 Upon accepting the defense, 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. So long as the Indemnifying Party is controlling and conducting the defense, 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.
- 26.7.5 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 refusing Party against, any cost or liability in excess of such refused compromise or settlement.
- 26.7.6 With respect to any defense accepted by the Indemnifying Party, the Indemnified Party will 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 shall also be entitled to employ separate counsel for such defense at such Indemnified Party's expense.
- 26.7.7 If the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party.
- 26.7.8 In the event of a failure to assume the defense, the Indemnified Party may negotiate a settlement, which shall be presented to the Indemnifying Party. If the Indemnifying Party refuses to agree to the presented settlement, the

Indemnifying Party may take over the defense. If the Indemnifying Party refuses to agree to the presented settlement and refuses to take over the defense, the Indemnifying Party shall be liable for any reasonable cash settlement not involving any admission of liability by the Indemnifying Party, though such settlement may have been made by the Indemnified Party without approval of the Indemnifying Party, it being the Parties' intent that no settlement involving a non-monetary concession by the Indemnifying Party, including an admission of liability by such Party, shall take effect without the written approval of the Indemnifying Party.

26.7.9 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, subject to the restrictions and limitations set forth in Section 19.

26.8 Carrier agrees to release, indemnify, defend and hold harmless Telco from any and all Loss, or any liability whatsoever, except for Claims arising as a direct result of Telco's own negligence or willful misconduct, arising out of Telco's provision of E911 Service hereunder or out of Carrier's Customers' use of the E911 Service, whether suffered, made, instituted or asserted by Carrier or its Customers or by any other parties or persons, for any personal injury or death of any person or persons, or for any Loss, damage or destruction of any property, whether owned by the Carrier, its Customers or others.

27. INTELLECTUAL PROPERTY

27.1 Any Intellectual Property originating from or developed by a Party shall remain in the exclusive ownership of that Party.

28. INTERPRETATION AND CONSTRUCTION

28.1 Wherever a tariffed rate is cited or quoted, it is understood that said cite incorporates any changes to said tariffs as required by the Act.

28.2 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.

28.3 This Agreement (including all attachments hereto), and every interconnection, service and network element provided hereunder, is subject to all rates, terms and conditions contained in this Agreement (including all attachments hereto) that are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part

of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the Terms and Termination provisions of this Agreement are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder.

29. INTERVENING LAW

- 29.1 This Agreement is entered into as a result of private negotiation between the Parties and the incorporation of some of the results of orders and arbitration by the Commission and/or FCC.
- 29.2 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., 119 S. Ct. 721 (1999) or Ameritech v. FCC, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999), the affected provision shall, as of the effective date of the action resulting in such invalidation, modification or stay, be invalidated, modified, or stayed, consistent with the action of the legislative body, court, or regulatory agency upon the written request of either Party. The Parties acknowledge that the Eighth Circuit has issued a decision in the appeal from the FCC order described above, but it is not yet clear what changes to this Agreement are appropriate. The Parties' failure to incorporate those changes in this Agreement as of the Effective Date shall not be construed as a waiver of the right to assert appropriate legal positions and make appropriate changes, once such determinations are made. Should the Parties be unable to agree within a reasonable time upon the effect of such invalidation, modification or stay on their interconnection arrangement, the Parties will continue to apply the original rate, term and/or condition. In such event, 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. Upon determination of the appropriate conforming modifications, such modifications shall be applied as of the effective date of the action resulting in such invalidation, modification or stay.

- 29.3 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., 119 S. Ct. 721 (1999) 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, 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 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 rights under this Intervening Law paragraph.
- 29.4 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, neither Telco nor Carrier waive any of their rights, and expressly reserves all of their rights, under the ISP Intercarrier Compensation Order. If Telco decides to exercise its option to adopt the FCC ISP terminating compensation plan in the State, both parties agree, upon effectiveness of the FCC's ISP Intercarrier Compensation Order and without the need to invoke the Intervening Law or Change of Law provisions, that the FCC's prescribed terminating compensation rates will apply to all traffic exchanged under this agreement, unless the State has ordered "bill and keep" for ISP traffic in the State, whereupon the Parties will cease charging each other for terminating compensation.

30. LAW ENFORCEMENT AND CIVIL PROCESS

- 30.1 Intercept Devices. Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with a Customer of the other Party, it shall refer such request to the Party that serves such Customer, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's facilities, in which case that Party shall comply with any valid request.

- 30.2 Subpoenas. If a Party receives a subpoena for information concerning a Customer the Party knows to be a Customer of the other Party, it shall refer the subpoena to the requesting party with an indication that the other Party is the responsible company, unless the subpoena requests records for a period of time during which the receiving Party was the Customer's service provider, in which case that Party will respond to any valid request.
- 30.3 The Parties will cooperate to comply with any request for information or assistance from law enforcement agencies. However, neither Party shall be held liable for any Claims or damages arising from compliance with such requests relating to the other Party's Customers and the Party serving such Customer agrees to indemnify and hold the other Party harmless against any and all such Claims.

31. LIMITATION OF LIABILITY

- 31.1 Except for indemnity obligations or as otherwise provided in specific appendices under this Agreement and except to the extent (if at all) prohibited by law or public policy, each Party's liability to the other Party for any Loss relating to or arising out of such Party's performance under this Agreement, including but not limited to any negligent act or omission (whether willful or inadvertent), whether in contract, tort or otherwise, including but not limited to alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement also constitute a violation of a statute, including but not limited to the Act, shall not exceed in total the amount that Party has charged or would have charged to the other Party for the affected service(s) or function(s) which were not performed or were improperly performed.
- 31.2 Apportionment of Fault. Except for Losses alleged or Claimed by a Customer of either Party and except as otherwise provided in specific appendices, in the case of any Loss alleged or Claimed by a third party arising out of the negligence or willful misconduct of both Parties, each Party shall bear, and its obligation under this Section shall be limited to, that portion of the resulting expense caused by its own negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it.
- 31.3 Except to the extent (if at all) prohibited by law or public policy, neither Carrier nor Telco shall be liable to the other Party for any indirect, incidental, consequential, reliance, special or punitive damages suffered by the other Party (including, without limitation, damages for harm to business, Loss of anticipated revenues, savings, or profits, or other economic Loss suffered by such other Party), regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including without limitation negligence of any kind, whether active or passive (and including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement constitutes a violation of the Act or other statute), and regardless of whether the

Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto including willful acts or omissions (collectively, "Consequential Damages"); provided that the foregoing shall not limit (i) a Party's obligation under this Agreement 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, or (ii) a Party's liability to the other Party for willful or intentional misconduct, including gross negligence. Except as provided in the prior sentences, each Party hereby releases and holds harmless the other Party (and such other Party's Affiliates, and their respective officers, directors, employees and agents) from any such Claim.

- 31.4 Neither Party assumes any liability for any act or omission of the other in the furnishing of its service to its Customers solely by virtue of entering into this Agreement.
- 31.5 This Section 31 is not intended to exempt any Party from liability under this Agreement, but only to set forth the scope of damages that are recoverable. Both Parties acknowledge that they negotiated regarding alternate limitation of liability provisions but that such provisions would have altered the cost, and thus the price, of providing the interconnection, network elements and services hereunder and no different pricing reflecting different costs and different limits of liability was agreed to.
- 31.6 When the lines or services of other companies and Telecommunications Carriers are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or Telecommunications Carriers.

32. MULTIPLE COUNTERPARTS

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

33. NETWORK MANAGEMENT

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

- 33.2 Where the capability exists, originating or terminating traffic reroutes may be implemented by any Party to temporarily relieve network congestion due to Facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal Trunk servicing. Expansive controls will only be used when the Parties mutually agree.
- 33.3 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, in order to prevent or mitigate the impact of these events on the public switched network.
- 33.4 Both Parties shall work cooperatively to prevent use of anything provided under this Agreement in any manner that interferes with third parties in the use of their service, prevents third parties from using their service, impairs the quality of service to other Telecommunications 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. At the earliest practicable time, each Party will provide the other verbal notice of any such network harm that could effect the other Party, its network, or its Customers.
- 33.5 The Parties shall cooperate to establish separate, dedicated Trunks for the completion of calls to high volume Customers.
- 33.6 Carrier and Telco will work cooperatively to install and maintain a reliable network. Carrier and Telco will 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.
- 33.7 Carrier shall acknowledge calls in accordance with the following protocols.
- 33.7.1 Carrier will provide a voice intercept announcement or distinctive tone signals to the calling party when a call is directed to a number that is not assigned by Carrier.
- 33.7.2 Carrier will provide a voice announcement or distinctive tone signals to the calling party when a call has been received and accepted by Carrier's MSC.
- 33.7.3 When Carrier's MSC is not able to complete calls because of a malfunction in the MSC or other equipment, Carrier will either divert the call to its operator, or provide a recorded announcement to the calling party advising that the call cannot be completed.
- 33.7.4 Carrier will provide supervisory tones or voice announcements to the

calling party on all calls, consistent with standard telephone industry practices.

- 33.8 Each Party will provide the other Party a 24 hour network management contact and a trouble reporting number.

34. NON-WAIVER

- 34.1 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.

35. NOTICES

- 35.1 Subject to Section 35.6, notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein), and, unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be delivered personally; delivered by express overnight delivery service; mailed via first class U.S. Postal Service with postage prepaid and a return receipt requested; or delivered by facsimile; provided that a paper copy is also sent by a method described above.

- 35.2 Notices will be deemed given as of the earliest of the date of actual receipt; the next Business Day when sent via express overnight delivery service; five (5) Days after mailing in the case of first class U.S. Postal Service; or on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.

- 35.3 Notices will be addressed to the Parties as follows:

To Carrier:

John L. Clampitt
Verizon Wireless
2785 Mitchell Drive MS 7-1
Walnut Creek, CA 95498
Southfield, MI 48034 Fax #: 925-279-6621
915-3599

Copy to:

Lance Murphy
Verizon Wireless
26935 Northwestern Hwy
Suite 100

Fax #: 248-

E-mail address for Accessible Letters: lance.murphy@VerizonWireless.com

To Telco:

Contract Administration
ATTN: Notices Manager

311 S. Akard St., 9th Floor
Four Bell Plaza
Dallas, TX 75202-5398
Fax #: 214-464-2006

- 35.4 Either Party may unilaterally change its designated contact, address, telephone number and/or facsimile number for the receipt of notices by giving written notice to the other Party in compliance with this Section. Any notice to change the designated contact, address, telephone and/or facsimile number for the receipt of notices shall be deemed effective ten (10) Days following receipt by the other Party.
- 35.5 Each Party agrees to inform the other of any name change or change in its legal status in writing within thirty (30) Days of the effective date of such change.
- 35.6 Accessible Letters.
- 35.6.1 Telco will communicate official information to Carrier via Telco's Accessible Letter e-mail notification process. This process covers a variety of subjects, including updates on products/services promotions; deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services; and operational issues. Accessible Letter notification will be deemed given as of the earlier of the date of actual receipt and the date set forth on the e-mail receipt. Carrier shall notify Telco of all e-mail addresses to which Accessible Letter notification is to be sent.

36. NUMBERING

- 36.1 It shall be the responsibility of each Party to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NPA-NXXs at all times. Neither Telco nor Carrier shall charge each other for changes to switch routing software necessitated by the opening of NPAs or NXXs. If either Party is authorized to recover its costs for changes to switch routing software necessitated by the opening of NPAs or NXXs, the Parties shall reimburse each other's costs according to such authorization.
- 36.2 The Parties shall comply with Central Office Code Assignment Guidelines, as currently specified in INC 95-0407-008, in performing the electronic input of their respective number assignment information into the Routing Database System.
- 36.3 To the extent that the Carrier's dedicated NPA-NXX resides at a point in Telco network, then the Parties shall cooperate to reassign the routing V&H and the Common Language Location Identifier ("CLLI") of dedicated NPA-NXX(s) from Telco's Tandems to points within Carrier's network as designated by Carrier.

Carrier agrees that it shall use best efforts to complete the reassignment of its dedicated NPA-NXX(s) into its network. The Parties agree to cooperate in order to complete the transfer of all codes no later than the end of twelve months from the Effective Date. Until an NPA-NXX is reassigned, it will continue to be assigned to Telco's network as shown in the LERG.

- 36.4 Telco will forward a confirmation to Carrier in response to Carrier's request to add Carrier's NPA-NXXs to Trunk Groups, when Carrier submits such a request accompanied by an ASR without service and using the remarks section to refer to the NPA-NXX form. This NPA-NXX installation request will be treated as a no-charge order.
- 36.5 Both Parties will provide switch translations and billing contact points regarding the establishment of or modification to full number blocks.
- 36.6 Number Portability
- 36.6.1 The Parties agree to implement PNP, in compliance with FCC or Commission orders, within and between their networks no later than the schedule established by the FCC or the Commission.
- 36.6.2 Each Party shall recover its costs for PNP in accordance with FCC or Commission orders.
- 36.6.3 Except as otherwise agreed between the Parties in writing, to the extent that a Party performs a query or is required to perform a query pursuant to its obligations under any Applicable Laws or this Agreement, that Party will make arrangements to perform its own queries for PNP calls on an N-1 basis, where N is the entity terminating the call to the user. If Telco is the entity terminating the call to the user, Carrier is the N-1 entity, and Carrier fails to make the appropriate query, Telco will charge Carrier in accordance with Telco's applicable tariff.
- 36.6.4 The Parties shall cooperate in conducting testing to ensure interconnectivity between their networks. Each Party shall inform the other of any network updates that may affect the other's network and shall, at the other's request, perform tests to validate the operation of the network.
- 36.6.5 Prior to the date that PNP is implemented by both Parties, the Parties agree to cooperatively establish terms, conditions, and procedures for porting telephone numbers.
- 36.7 Dialing Parity. Telco agrees that local dialing parity will be available to Carrier in accordance with the Act.

37. PATENTS, TRADEMARKS & TRADE NAMES

- 37.1 With respect to Claims of patent infringement made by third persons, Telco and Carrier shall defend, indemnify, protect and save harmless the other from and against all Claims arising out of the improper combining with or use by the indemnifying Party of any circuit, apparatus, system or method provided by that Party or its subscribers in connection with the Trunks or services furnished under this Agreement.
- 37.2 No license under patents is granted by either Party to the other, or shall be implied or arise by estoppel with respect to any circuit, apparatus, system, or method used by either Party in connection with any Trunks or services furnished under this Agreement.
- 37.3 Nothing in this Agreement will grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever, absent prior written consent of the other Party.

38. PUBLICITY

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

39. RECORDS

- 39.1 Each Party will keep adequate records of its operations and transactions under this Agreement and shall furnish to the other Party such information as may be reasonably required for the administration of this Agreement.

40. RELATIONSHIP OF THE PARTIES

- 40.1 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.
- 40.2 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 obligation 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.

- 40.3 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.
- 40.4 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party and each Party's contractor(s) shall be solely responsible for all matters relating to payment of such employees, including the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to its employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts and all other regulations governing such matters. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.
- 40.5 Nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other. Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party. 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 obligation 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.

41. REMEDIES

- 41.1 Except as otherwise provided in this Agreement, no remedy set forth herein is intended to be exclusive and each and every remedy shall be cumulative and in addition to any other rights or remedies now or hereafter existing under Applicable Law or otherwise.

42. SERVICES

- 42.1 Each Party is solely responsible for the services it provides to its Customers and

to other Telecommunications Carriers.

43. SURVIVAL OF OBLIGATIONS

43.1 Any liabilities or obligations of a Party for acts or omissions prior to the cancellations or termination of this Agreement, any obligation of a Party under the provisions regarding indemnification, limitations on liability, and any other provisions of this Agreement which, by their nature or terms, are intended to continue beyond (or to be performed after) the expiration or termination of this Agreement, will survive expiration or termination thereof, except that the survival of obligations as to protection of Confidential Information shall be governed by Section 19.

44. TAXES

44.1 Each Party purchasing Interconnection, resale services, network elements, functions, facilities, products and services under this Agreement shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, municipal fees, transfer, transaction or similar taxes, fees, or surcharges (hereinafter "Tax") imposed on, or with respect to, the Interconnection, resale services, network elements, functions, facilities, products and services under this Agreement provided by or to such Party, except for (a) any Tax on either Party's corporate existence, status, or income or (b) any corporate franchise Taxes. Whenever possible, Taxes shall be billed as a separate item on the invoice.

44.2 With respect to any purchase of Interconnection, resale services, network elements, functions, facilities, products and services under this Agreement if any Tax is required or permitted by Applicable Law to be collected from the purchasing Party by the providing Party, then: (i) the providing Party shall bill the purchasing Party for such Tax; (ii) the purchasing Party shall remit such Tax to the providing Party; and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority. Failure to include Taxes on an invoice or to state a Tax separately shall not impair the obligation of the purchasing Party to pay any Tax. Nothing shall prevent the providing Party from paying any Tax to the appropriate taxing authority prior to the time: (1) it bills the purchasing Party for such Tax, or (2) it collects the Tax from the purchasing Party. Notwithstanding anything in this Agreement to the contrary, the purchasing Party shall be liable for and the providing Party may collect Taxes which were assessed by or paid to an appropriate taxing authority within the statute of limitations period but not included on an invoice within four (4) years after the Tax otherwise was owed or due.

44.3 With respect to any purchase hereunder of Interconnection, resale services, network elements, functions, facilities, products and services under this Agreement that are resold to a third party, if any Tax is imposed by Applicable Law on the Customer in connection with any such purchase, then: (i) the

purchasing Party shall be required to impose and/or collect such Tax from the Customer; and (ii) the purchasing Party shall remit such Tax to the applicable taxing authority. The purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such tax to such authority.

- 44.4 If the providing Party fails to bill or to collect any Tax as required herein, then, as between the providing Party and the purchasing Party: (i) the purchasing Party shall remain liable for such uncollected Tax; and (ii) the providing Party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing Party fails to pay any Taxes properly billed, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the Taxes, penalty and interest.
- 44.5 If the purchasing Party fails to impose any Tax on and/or collect any Tax from Customers as required herein, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay or impose on and/or collect from Customers, the purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such Tax to such authority.
- 44.6 If either Party is audited by a taxing authority or other Governmental Authority, the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.
- 44.7 To the extent a sale is claimed to be for resale and thus subject to tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party for any period prior to the date that the purchasing Party presents a valid certificate. If Applicable Law excludes or exempts a purchase of Interconnection, resale services, network elements, functions, facilities, products and services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party (a) furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the

Applicable Law that both allows such exemption and does not require an exemption certificate; and (b) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any tax, interest, penalties, Loss, cost or expense with respect to forbearing to collect such Tax.

- 44.8 With respect to any Tax or Tax controversy covered by this Section 44, the purchasing Party is entitled to contest with the imposing jurisdiction, pursuant to Applicable Law and at its own expense, any Tax that it is ultimately obligated to pay or collect. The purchasing Party will ensure that no lien is attached to any asset of the providing Party as a result of any contest. The purchasing Party shall be entitled to the benefit of any refund or recovery of amounts that it had previously paid resulting from such a contest. Amounts previously paid by the providing Party shall be refunded to the providing Party. The providing Party will cooperate in any such contest.
- 44.9 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 44 shall be sent in accordance with Section 35 hereof.

45. TERM AND TERMINATION

- 45.1 Except as provided herein, the Parties agree to interconnect pursuant to the terms defined in this Agreement until August 1, 2003 (The period from the Effective Date until this date is the "Initial Term"). Thereafter the Agreement shall continue in effect until terminated as provided herein.
- 45.2 At any time after a date 160 Days prior to the date stated in Section 45.1 above, either Party may request negotiations between the Parties for a new Interconnection agreement. Such negotiations shall begin within thirty (30) Days after delivery of such a request. Any resultant new Interconnection agreement shall be effective when approved by the Commission. Either Party's request under this Section will, for all purposes, be treated as a request under Section 252 of the Act for negotiation received by an incumbent local exchange carrier and will begin the process of voluntary negotiations.
- 45.3 This Agreement shall continue in effect until the later of:
- 45.3.1 approval by the Commission, or other appropriate regulatory or judicial body approves a negotiated new Interconnection agreement between the Parties for the State covered by this Agreement; or
 - 45.3.2 an arbitrated new Interconnection agreement between the Parties for the State covered by this Agreement becomes effective; or

- 45.3.3 nine months passes from the date either party requested re-negotiation of this Agreement and no new interconnection agreement has taken effect, and (i) the Parties have not expressly agreed to extend the term of this Agreement, or (ii) neither Party has filed for arbitration pursuant to Section 252 of the Act.
- 45.3.4 this Agreement is terminated in accordance with the terms of this Section 45.
- 45.4 The Parties agree that, except as otherwise provided in this Agreement or by mutual consent, the rules and timeframes of Section 252 of the Act shall apply to any request for a new interconnection agreement initiated under Section 45.2. This includes arbitration by the Commission in the timeframes established in Section 252 of the Act.
- 45.4.1 If, for any reason, the Commission declines to arbitrate issues resulting from the negotiations, either party may petition the FCC to arbitrate such issues.
- 45.4.2 If, for any reason, the FCC declines to arbitrate issues resulting from the negotiations, either party may request binding commercial arbitration, which shall be governed by the rules of the American Arbitration Association, except as the Parties agree to modify such rules.
- 45.5 Notwithstanding any other provisions of this Agreement, this Agreement may be terminated at any time as mutually agreed upon by the Parties in writing.
- 45.6 In the event Carrier intends to cease providing its Authorized Services, Carrier shall communicate this intent to Telco in writing at least sixty (60) Days prior to the time Carrier intends to cease providing its Authorized Services. If its sends such a communication, Carrier may terminate this Agreement as part of that same advance written notice, subject to payment for Facilities or arrangements provided or for costs incurred.
- 45.7 Violation of or Refusal to Comply with Provisions of Agreement:
- 45.7.1 Either Party may provide thirty (30) Days written notice to the other of repeated or willful material violation of, or refusal to comply with, the provisions of this Agreement.
- 45.7.2 If such material violation or refusal has continued uncured for thirty (30) Days following receipt of such written notice by the defaulting Party, the other Party may terminate this Agreement on thirty (30) Days written notice.
- 45.7.3 The terminating Party shall notify the FCC and the Commission and

concurrently give the other Party written notice of the prospective date and time of discontinuance of service.

45.8 Immediate Termination:

45.8.1 This Agreement shall immediately terminate upon the permanent suspension, revocation, or termination by other means of either Party's authority to provide services over its network and shall be suspended during periods of temporary suspension, revocation, or termination of such authority.

45.8.2 Notwithstanding such termination, the terminating Party shall notify in writing the Party who has lost its authority, not less than thirty (30) Days prior to discontinuing the interconnection arrangements provided hereunder.

45.8.3 At such time the terminating Party will also notify in writing the FCC and the Commission of the prospective discontinuance.

45.9 Upon termination of this Agreement, the monthly charges payable under the Agreement shall be prorated to the date of termination, provided that the Trunks for which such charge is levied has been in service for more than one (1) month. Otherwise, the full monthly charge shall be due on termination, together with any applicable non-recurring charges.

45.10 If this Agreement is terminated for any reason and the Parties continue to provide Facilities, Trunks and/or services hereunder, then the rates, terms and conditions under which those items are provided will be those contained in pertinent Telco tariffs, or in the absence of any pertinent tariffs for the provision of services to CMRS providers, then the terms and conditions contained herein shall continue to apply to such items until a new contract between the Parties is in place, unless otherwise agreed.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

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

Verizon Wireless:
Chicago SMSA Limited Partnership
d/b/a Verizon Wireless
By Cellco Partnership, its general partner

CyberTel Cellular Telephone Company
d/b/a Verizon Wireless
By Cellco Partnership, its general partner

Illinois RSAs 6 & 7 Limited Partnership
d/b/a Verizon Wireless
By Illinois SMSA Limited

By: _____
(Signature)

By: _____
(Signature)

John Stankey
President - Industry Markets

Name: Edward A. Salas
Title: Vice President – Network Planning

Date Signed: _____

Date Signed: _____

Certain rates, terms and/or conditions in this Interconnection Agreement (including Appendices) were not voluntarily negotiated by Ameritech, but rather, were included in such Agreement due to an Order entered by the State Commission in an Arbitration proceeding or as a result of certain other legal requirements (individually and collectively, a "Non-Voluntary Arrangement"). For the sake of convenience only, Ameritech has attempted to identify all Non-Voluntary Arrangements in this Agreement by setting forth such Non-Voluntary Arrangements ***in bold-faced, underlined and italicized type***. However, Ameritech's inadvertent failure to specifically identify all Non-Voluntary Arrangements in this Agreement shall not change the nature of such provisions from Non-Voluntary Arrangements to voluntarily negotiated provisions; rather, any Non-Voluntary Arrangements in this Agreement shall be deemed as such, irrespective of whether such Non-Voluntary Arrangements are set forth in bold-faced, underlined and italicized type.

APPENDIX SS7 (WIRELESS)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for non-discriminatory access to the Common Channel Signaling/Signaling System 7 (CCS/SS7) signaling network provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and Carrier. CCS/SS7 is comprised of Dedicated Signaling Links, Signaling Link Transport and Signaling Transfer Points (STP). In addition, this Appendix provides for CCS/SS7 functionality and translations to support SS7 based services and applications.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, SBC-13STATE means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, SBC-12STATE means the applicable above listed ILECs doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 As used herein, SBC-7STATE means the applicable above listed ILECs doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.6 As used herein, SBC-2STATE means the applicable above listed ILECs doing business in California and Nevada.
- 1.7 As used herein, SBC-SWBT means the applicable above listed ILECs doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.8 As used herein, SBC-AMERITECH means the applicable above listed ILECs doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.9 As used herein, PACIFIC means the applicable above listed ILECs doing business in California.

2. SERVICE DESCRIPTION

2.1 SNET does not offer access to the SS7 signaling network under this agreement. Rather, SS7 is available as described in DPUC ordered CT Access Service Tariff Section 18.2.8. SS7 interconnection arrangements between SNET and Carrier will be on an individual case basis (ICB) due to the individual architectures of both Carrier and SNET signaling networks and unique requirements of the individual parties.

2.2 SS7 Transport

2.2.1 SS7 as defined in this Appendix, provides for the transporting of call setup (i.e. ISUP) signaling to each end-office subtended from the tandem in the LATA in which the interconnection occurs as outlined in this Agreement. SS7 Transport of SS7 Global Access or SS7 Access as defined in the SBC-12STATE below outlines the requirements for interLATA signaling.

2.2.2 SS7 Transport provides for the routing and screening of SS7 messages from an SBC-7STATE pair of STPs (i.e., a mated pair) to another SBC-7STATE pair of STPs. In the SBC-AMERITECH, due to the fact that state gateway STPs are not interconnected, SS7 Transport provides for the routing and screening of SS7 messages from a SBC-AMERITECH pair of designated Gateway STPs (i.e., a mated pair) to another SBC-AMERITECH pair of STPs within the same state only. The screening of messages provides for Carrier designation of signaling points associated with the Carrier and controls which messages may be allowed by the SBC-12STATE STP pairs. The routing of messages provides for the transfer of a complete message between signaling links, and for a Global Title Translation (GTT) of the message address, if needed.

2.2.3 SS7 Transport provides routing of messages for all parts of the SS7 protocol. These messages may support other applications and services such as, CLASS services, Message Waiting services, Toll Free Database services, Line Information Data Base (LIDB) Services, Calling Name (CNAM) Database services, Advanced Intelligent Network (AIN) services and Telecommunications Industry Association Interim Standard-41 (IS-41) services. SS7 Transport will route messages to the global title address or to the signaling point code address of the message based on the translation information of SBC-12STATE's STP.

2.3 Dedicated Signaling Links

2.3.1 Dedicated Signaling Links provide interconnection to SBC-12STATE's signaling network. Each signaling link is a set of dedicated 56Kbps (or higher speed) transmission paths between Carrier STPs or switches and the SBC-12STATE STP mated pair. The Carrier designated Signaling

Points of Interconnection (SPOI) are at SBC-7STATE's STP, an SBC-7STATE serving wire center or are collocated in an SBC-12STATE wire center. In SBC-AMERITECH the SPOI is always collocated in the SBC-AMERITECH STP serving office. This means of collocation is required in SBC-AMERITECH for access to the SBC-AMERITECH STP. The links are fully dedicated to the use of Carrier and provide the screening and routing usage for the SBC-12STATE STP to which the link is connected. Dedicated Signaling Links are available to Carriers for their use in furnishing SS7-based services or applications to their end users or other users of SS7 signaling information.

- 2.4 Dedicated Signaling Links include the following elements:
 - 2.4.1 SS7 Link Cross Connect
 - 2.4.1.1 The SS7 Link Cross Connect provides a DS-0 or DS1 connection in the SBC-12STATE STP building and connects the STP Port Termination to the Carrier SPOI.
 - 2.4.2 STP Port Termination
 - 2.4.2.1 The STP Port Termination is the physical termination of the signaling link (i.e. 56 kbps circuit) at an SBC-12STATE STP. A STP Port Termination is used for each 56 kbps SS7 Link Cross-Connect terminated at an SBC-12STATE STP.
 - 2.4.3 STP Access Link
 - 2.4.3.1 The STP Access Link provides a 56-kilobit per second digital facility when Carrier requires an interoffice facility to connect from the Carrier SPOI to the STP building location.
- 2.5 The Carrier shall provide the portion of the signaling link from the Carrier premises within the LATA to the SBC-12STATE STP location or the Carrier SPOI. Carrier shall identify the DS1 or channel of a DS1 that will be used for the signaling link.
- 2.6 Carrier shall identify to SBC-12STATE the facility and channel to which the SS7 Link Cross Connect shall connect. If the facility does not terminate in the STP location SBC-12STATE shall provide a transport facility referred to as the STP Access Link. The STP Access Link will connect to the DS-0 cross connect at the STP location.
- 2.7 When Carrier uses an alternative DS1 facility or arranges, or agrees to allow, a physical degree of diversity or performance that is not in accordance with the specifications of Telcordia technical publication, GR-905-CORE, Carrier acknowledges that the performance and reliability of the SS7 protocol may be

affected and the performance and reliability standards described in GR-905-CORE may be disqualified.

- 2.8 Dedicated Signaling Links are subject to SBC-12STATE compatibility testing and certification requirements pursuant to the Network Operations Forum Reference Document, GR-905-CORE and SBC-12STATE Technical Publication, TP76638. In the SBC-AMERITECH Technical Publication AM-TR-OAT-000069 will apply in addition to the documents referenced above. In SBC-2STATE PUB L-780023-SBC-2STATE may be substituted for TP76638 and first interconnections to PACIFIC's signaling network per Carrier and per signaling point type of equipment will require completion of PACIFIC's CCS/SS7 interconnection questionnaire. Each individual set of links from Carrier switch to SBC-12STATE STP will require a pre ordering meeting to exchange information and schedule testing for certification by SBC-12STATE.

2.9 Dedicated Signaling Links Technical Requirements

2.9.1 Dedicated Signaling Links will perform in the following two ways:

2.9.1.1 as an "A-link", which is a connection between a switch and a home signaling transfer point (STP) mated pair; and

2.9.1.2 as a "B-link" or "D-link," which is an interconnection between STPs in different signaling networks.

2.9.2 When Carrier provides its own switch or STP, Carrier will provide DS1 (1.544 Mbps) interfaces at the Carrier-designated SPOIs. DS1 transport to the SPOI can be provided for, as previously indicated, via existing transport facilities or through Carrier purchase of an SBC-12STATE dedicated transport facility, previously referred to as the "Access Connection". Each 56 Kbps transmission path will appear as a DS0 channel on the DS1 interface.

2.9.3 In each LATA in which Carrier desires Dedicated Signaling Links for interconnection to the SBC-12STATE SS7 Signaling Network, Carrier must purchase dedicated signaling links to each STP of a mated pair of STPs.

2.9.4 Carrier assumes the responsibility to ensure diverse routing of Carrier signaling links from Carrier switch to Carrier SPOI. SBC-12STATE will provide the same amount of diversity as it provides to itself in terms of diverse routing of interoffice facilities, should such facilities be necessary.

2.9.5 When Carrier requests that SBC-12STATE add a Signaling Point Code (SPC), Carrier will identify to SBC-STATE the SPCs associated with the Carrier set of links.

2.9.6 Carrier will notify SBC-12STATE in writing thirty (30) Days in advance of any material change in Carrier's use of such SS7 signaling network, including but not limited to any change in Carrier SS7 Dedicated Signaling Links, SS7 Transport and/or STP.

2.10 Signaling Transfer Points (STPs)

2.10.1 The STP element is a signaling network function that includes all of the capabilities provided by the STP switches which enable the exchange of SS7 messages between switching elements, database elements and signaling transfer point switches via associated signaling links. STP includes the associated link interfaces.

2.10.2 The STP routes signaling traffic generated by action of Carrier to the destination defined by the SBC-12STATE's signaling network. Integrated services digital network user (ISUP) and Translational Capabilities Application Part (TCAP) signaling traffic addressed to SPs associated with Carrier set of links will be routed to Carrier.

2.10.3 SS7 Transport will apply to SS7 messages transported on behalf of Carrier from an SBC-12STATE designated STP pair to a to an SBC-12STATE STP pair located in a different LATA. In SBC-AMERITECH this arrangement will only be provided for STPs located in the same state. In SBC-7STATE, the rate, per octet, will apply to octets comprising ISUP and TCAP messages. In SBC-AMERITECH the Signal Switching and Signal Transport rates will apply to ISUP and TCAP messages. In SBC-2STATE, SS7 transport is not available. However, transit signaling provides the ability for an interconnecting network (ICN) to pass signaling information through the SBC-2STATE network to a third party without requiring a trunking connection by a third party with SBC-2STATE.

2.11 STP Technical Requirements

2.11.1 STPs will provide signaling connectivity to the SBC-12STATE SS7 network.

2.11.2 The Parties will indicate to each other the signaling point codes and other screening parameters associated with each Link Set ordered by Carrier at the SBC-12STATE STPs, and where technically feasible, each Party will provision such link set in

accordance with these parameters. Carrier may specify screening parameters so as to allow transient messages to cross the SBC-12STATE SS7 Network. The Parties will identify to each other the GTT type information for message routing. Carrier will pay a non-recurring charge when Carrier requests SBC-12STATE add GTT type information for message routing.

2.12 Interface Requirements

2.12.1 SBC-12STATE will provide STP interfaces to terminate A-links, B-links, and D-links.

2.12.2 Carrier will designate the SPOI for each link. Carrier will provide a DS1 or higher rate transport interface at each SPOI. SBC-12STATE will provide intraoffice diversity to the same extent it provides itself such diversity between the SPOIs and the SBC-12STATE STPs.

2.12.3 SBC-12STATE will provide intraoffice diversity to the same extent it provides itself such diversity between the SPOIs and the SBC-SWBT STPs.

3. MANNER OF PROVISIONING

3.1 The following describes the manner of provisioning for SS7 services. Each Party will work cooperatively with the other Party and will each provide knowledgeable personnel in order to provision, test and install SS7 Service in a timely fashion.

3.2 SS7 Transport

3.2.1 Carrier shall use SS7 Transport subject to the screening and routing information of the SBC-12STATE STPs. SBC-12STATE shall provide information to Carrier on the routes and signaling point codes served by the SBC-12STATE STPs. SS7 Transport shall route ISUP messages for the purpose of establishing trunk voice paths between switching machines.

3.2.2 SS7 Transport shall route TCAP queries, when feasible, pursuant to the SS7 Protocol to the SBC-12STATE "regional" STP pair that directly serves the database of the TCAP message. SS7 Transport shall route TCAP responses from an SBC-12STATE "regional" STP pair to another SBC-12STATE STP pair.

3.2.3 SS7 Transport provides a signaling route for messages only to signaling points to which SBC-12STATE has a route. SS7 Transport does not include the provision of a signaling route to every possible signaling point. When SBC-12STATE does establish a route to a signaling point in a mated pair of STPs, the route may not be available to other SBC-

12STATE pairs of STPs, until ordered. When SBC-12STATE or Carrier, pursuant to a service order, arranges to establish a route to a signaling point, such route to the other signaling point or other signaling network will be used by all signaling points within, and connected to, the SBC-12STATE signaling network pursuant to the standard requirements of the SS7 protocol.

3.3 Disputes concerning the association of a signaling point among specific link sets associated with a SBC-12STATE mated STP will be resolved by consultation with the signaling point owner, as defined in the Local Exchange Routing Guide (LERG), Section 1, assignment of SPC.

3.4 Dedicated Signaling Links

3.4.1 Carrier shall designate the signaling points and signaling point codes associated with Carrier. Carrier shall provide such information to SBC-12STATE to allow SBC-12STATE to translate SBC-12STATE STPs. The information shall define the screening and routing information for the signaling point codes of Carrier and may include global title address, translation type and subsystem designations as needed.

3.4.2 Signaling links from SBC-12STATE mated pairs of STPs shall connect to Carrier premises within the same LATA. A set of links can be either:

3.4.2.1 "A" Link Sets from Carrier's Signaling Point (SP)/Service Switching Point (SSP). A minimum of two links will be required, one from the SP/SSP to each STP; or,

3.4.2.2 "B" Link Sets from Carrier's STPs that are connected to SBC-12STATE's mated pair of STPs. A minimum of four links will be required (i.e. a "quad") between the two pairs of STPs. (This same arrangement is sometimes referred to as a set of "D" links.)

3.4.3 A STP Port Termination and SS7 Link Cross Connect is required for each 56-kbps access link utilized for the Service. STP locations are set forth in the National Exchange Carrier Association, Inc. (NECA) Tariff FCC No. 4.

3.4.4 A pre-order meeting will define the SBC-12STATE facility availability and the degree of diversity in both the SBC-12STATE physical network and the Carrier physical network from signaling point to signaling point for the link.

3.4.5 When Carrier requires a STP Access Link, Carrier and SBC-12STATE shall jointly negotiate the degree of diversity provided among and between multiple dedicated signaling links. The negotiation shall consider the

requirements of the SS7 standard protocol, the degree of diversity available in each network and the possible alternatives.

- 3.4.6 All applicable signaling point codes for each signaling link must be installed at each of SBC-12STATE's interconnecting STPs.
- 3.4.7 Call set-up times may be adversely affected when Carrier, using SS7 signaling, employs Intermediate Access Tandems (IATs) in its network. SBC-12STATE makes no warranties with respect to call set-up times when multiple STP pairs are involved or when the signaling traffic is exchanged between two non-SBC-12STATE signaling points.
- 3.4.8 Provisioning of the SS7 Service is in accordance with SBC-7STATE TP76638 SBC-AMERITECH AM-TR-OAT-000069 and GR-905-CORE, as amended or SBC-2STATE PUB L780023-SBC-2STATE.

3.5 Use of the STP

- 3.5.1 When Carrier orders SBC-12STATE unbundled Local Switching, the use of the STP shall apply. No order or provisioning by Carrier is needed. The SBC-12STATE Local Switch will use the SBC-12STATE SS7 signaling network.

4. RESPONSIBILITIES OF SBC-12STATE

- 4.1 SBC-12STATE shall manage the network and, at its sole discretion, apply protective controls. Protective controls include actions taken to control or minimize the effect of network failures or occurrences, which include, but are not limited to, failure or overload of SBC-12STATE or Carrier facilities, natural disasters, mass calling or national security demands.
- 4.2 SBC-12STATE shall determine the GTT route for messages routed to GTT, which are associated with SBC-12STATE signaling points.
- 4.3 SBC-12STATE shall define regional functions and local functions of its STPs. SBC-12STATE will route ISUP messages within the SBC-12STATE signaling network, subject to technical feasibility. Capacity limitations shall define a temporary technical infeasibility until the capacity limit can be resolved.
- 4.4 SBC-12STATE shall route messages generated by the action of Carrier throughout the SBC-12STATE signaling network as specified within this Appendix. The content of the messages is for the use of signaling points of origination and destination. SBC-12STATE will not use any information within messages for any purpose not required by or related to the use of the SBC-12STATE signaling network. SBC-12STATE will not divulge any message or any part of messages generated by Carrier to any other party, except as required to

manage the SBC-12STATE signaling network or as may be required by law.

5. RESPONSIBILITIES OF CARRIER

- 5.1 Carrier shall provision the signaling links at Carrier's premises and from Carrier's premises to SBC-7STATE's STP location in a diverse, reliable and technically feasible manner. Carrier shall identify to SBC-12STATE the SPC(s) associated with the Carrier set of links.
- 5.2 Carrier shall identify to SBC-12STATE the GTT information for messages that route to Carrier.
- 5.3 When routing messages addressed to an SBC-12STATE Subsystem Number (SSN), Carrier shall use the SBC-12STATE defined SSN designation of the SBC-12STATE mated STP pair to which the message is routed.
- 5.4 Carrier shall transfer Calling Party Number Parameter information unchanged, including the "privacy indicator" information, when ISUP Initial Address Messages are interchanged with the SBC-12STATE signaling network.
- 5.5 Carrier shall furnish to SBC-12STATE, at the time the SS7 Service is ordered and annually thereafter, an updated three (3) year forecast of usage of the SS7 Signaling network. The forecast shall include total annual volume and busy hour busy month volume. SBC-12STATE shall utilize the forecast in its own efforts to project further facility requirements.
- 5.6 Carrier shall inform SBC-12STATE in writing thirty (30) Days in advance of any change in Carrier's use of such SS7 Service which alters by ten percent (10%) for any thirty (30) Day period the volume of signaling transactions by individual SS7 service that are planned by Carrier to be forwarded to SBC-12STATE's network. Carrier shall provide in said notice the reason, by individual SS7 service, for the volume change.

6. DESCRIPTION OF RATE ELEMENTS SBC-AMERITECH

- 6.1 Pricing for SS7 is specified in Exhibit 1 to this Appendix.
- 6.2 There are three types of charges that apply for SS7 Access. They are recurring, usage and nonrecurring charges. Recurring and nonrecurring charges apply for each port that is established on a STP. Usage charges apply for each Initial Address Message (IAM) or TCAP (excluding LIDB Access Service, 800 Access Service TCAP messages and LNP Database Access Query TCAP messages) message that is switched by the local STP and transported to an SBC-AMERITECH end office or for each IAM and TCAP message that is switched by the local STP in a hubbing arrangement.

6.3 Nonrecurring charges apply for the establishment of Originating Point Codes (OPC) and Global Title Address (GTA) Translations. An OPC charge applies for each OPC established, as well as each OPC added or changed subsequent to the establishment of STP Access. The OPC charge applies on a per service basis. A GTA Translation charge applies for each service or application (excluding LIDB Access Service and 800 Carrier-ID-Only Service) that utilizes TCAP messages. A GTA Translation charge also applies for each service (excluding LIDB Access Service and 800 Carrier-ID-Only Service) added or changed subsequent to the initial establishment of STP Access.

6.4 Signal Formulation

6.4.1 An IAM Formulation usage charge will be assessed for each IAM message formulated at the SBC-AMERITECH tandem for Carrier to SBC-AMERITECH terminated calls. A TCAP Formulation usage charge will be assessed for each TCAP message formulated at the SBC-AMERITECH tandem for Carrier to SBC-AMERITECH terminated calls.

6.5 Signal Transport

6.5.1 An IAM Signal Transport usage charge will also be assessed for each IAM message that is transported from the local STP to the SBC-AMERITECH end office for terminating traffic. A TCAP Signal Transport usage charge will be assessed for each TCAP message that is transported from the local STP to the SBC-AMERITECH end office (excluding LIDB and 800 Access Service).

6.6 Signal Switching

6.6.1 An IAM Signal Switching usage charge will be assessed for each IAM message that is switched by the local STP for each IAM message that is switched for direct routed terminating traffic. A TCAP Signal Switching usage charge will be assessed for each TCAP message that is switched by the local STP termination of non-call associated signaling messages (excluding LIDB and 800 Access Service).

6.7 Signal Tandem Switching

6.7.1 An IAM Signal Tandem Switching usage charge will be assessed for an IAM message that is switched by an SBC-AMERITECH STP and transported to an end office for tandem routed terminating traffic. When Signal Tandem Switching usage charges are assessed, Signal Switching and Signal Transport charges do not apply, except for SS7 Transport.

7. DESCRIPTION OF RATE ELEMENTS SBC-7STATE

7.1 Pricing for SS7 is specified in Exhibit 1 to this Appendix.

7.2 The following rate elements apply to SBC-7STATE SS7 Service:

7.3 SS7 Transport

7.3.1 SS7 Transport shall be measured per octet of information screened and routed.

7.3.2 Carrier shall pay the SS7 Transport Per Octet rate for the screening and routing of messages by each additional SBC-SWBT STP pair. The usage rate applies per octet generated by action of Carrier.

7.3.3 SS7 Transport is not available in the SBC-2STATE.

7.4 Dedicated Signaling Links

7.4.1 SS7 Link Cross Connect

7.4.1.1 Carrier shall pay the DS-0 or DS-1 rate for the SS7 Link Cross Connect at the STP location for each Dedicated Signaling Link. Rates are per DS-0 and DS-1 bandwidth and per connection to Carrier. Rates are per month and nonrecurring installation per first or additional cross connects ordered and shall apply on a per order basis. This charge only applies in SBC-SWBT.

7.4.2 STP Port Termination

7.4.2.1 Carrier shall pay the STP Port Termination rate for each termination of the SS7 Link Cross Connect at the SBC-7STATE STP. One STP Port Termination must be installed at SBC-7STATE's interconnecting STP for each Dedicated Signaling Link.

7.4.2.2 There are two charges that apply to the STP Port Termination, i.e., a fixed recurring monthly rate per port termination and a nonrecurring installation charge per port.

7.4.3 STP Access Link

7.4.3.1 Carrier shall pay the STP Access Link rate for each STP Access Link when the STP Access Link is provided. The charge includes a fixed rate per month plus a rate per mile per month and a nonrecurring installation charge per link.

7.5 Signaling Point Code Addition

7.5.1 Carrier shall pay the Signaling Point Code Addition rate for the establishment and translation of each applicable CCS network signaling point code at an SBC-SWBT STP. Carrier shall pay a nonrecurring charge per SPC established at each STP.

7.6 Global Title Translation (GTT) Addition

7.6.1 Carrier shall pay the GTT Addition rate for the establishment of Carrier's GTA, translation type or subsystem information in the SBC-7STATE STP translations. Carrier shall pay a nonrecurring charge per GTT established at each STP.

8. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

8.1 This Agreement (including all attachments hereto), and every interconnection, service and network element provided hereunder, is subject to all rates, terms and conditions contained in this Agreement (including all attachments hereto) that are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the Terms and Termination provisions of this Agreement are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder.

EXHIBIT 1

SS7 PRICING

ARKANSAS PRICING – WIRELESS

SS7 TRANSPORT

This rate applies per Octet for the screening and routing of messages by each additional STP pair.

Rate per Octet	\$0.000005
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DEDICATED SIGNALING LINKS

- | | | |
|----|----------------------------|------------|
| 1. | SS7 LINK CROSS CONNECT | |
| | DS0 | |
| | Recurring Monthly | \$68.75 |
| | Non-Recurring Initial | \$286.20 |
| | Non-Recurring Additional | \$226.00 |
| | DS1 | |
| | Recurring Monthly | \$49.55 |
| | Non-Recurring Initial | \$254.95 |
| | Non-Recurring Additional | \$194.80 |
| 2. | STP PORT TERMINATION | |
| | Recurring Monthly | \$1,331.40 |
| | Non-Recurring Installation | \$433.20 |
| 3. | STP ACCESS LINK | |
| | 56 Kbps Access Link | |
| | Fixed | \$100.16 |
| | Per Mile | \$ 0.91 |

SIGNALING POINT CODE ADDITION	\$ 56.55
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GLOBAL TITLE TRANSLATION ADDITION	\$ 25.05
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EXHIBIT 1

KANSAS PRICING – WIRELESS

SS7 TRANSPORT

This rate applies per Octet for the screening and routing of messages by each additional STP pair.

Rate per Octet	\$0.0000002
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DEDICATED SIGNALING LINKS

1. SS7 LINK CROSS CONNECT

DS0	
Recurring Monthly	\$47.33
Non-Recurring Initial	\$100.52
Non-Recurring Additional	\$82.47

DS1	
Recurring Monthly	\$34.13
Non-Recurring Initial	\$90.52
Non-Recurring Additional	\$72.48

2. STP PORT TERMINATION

Recurring Monthly	\$929.08
Non-Recurring Installation	\$162.27

3. STP ACCESS LINK

56 Kbps Access Link	
Fixed	\$100.16
Per Mile	\$ 0.91

SIGNALING POINT CODE ADDITION	\$ 17.31
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GLOBAL TITLE TRANSLATION ADDITION	\$7.63
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EXHIBIT 1

MISSOURI PRICING – WIRELESS

SS7 TRANSPORT

This rate applies per Octet for the screening and routing of messages by each additional STP pair.

Rate per Octet \$0.0000028

DEDICATED SIGNALING LINKS

1. SS7 LINK CROSS CONNECT
DS0
Recurring Monthly \$74.15
Non-Recurring Initial \$299.30
Non-Recurring Additional \$235.75

DS1
Recurring Monthly \$53.65
Non-Recurring Initial \$266.70
Non-Recurring Additional \$203.15
2. STP PORT TERMINATION
Recurring Monthly \$621.65
Non-Recurring Installation \$455.65
3. STP ACCESS LINK
56 Kbps Access Link
Fixed \$100.16
Per Mile \$ 0.91

SIGNALING POINT CODE ADDITION \$ 59.75

GLOBAL TITLE TRANSLATION ADDITION \$ 26.60

EXHIBIT 1

OKLAHOMA PRICING – WIRELESS

SS7 TRANSPORT

This rate applies per Octet for the screening and routing of messages by each additional STP pair.

Rate per Octet	\$0.00000139
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DEDICATED SIGNALING LINKS

- | | | |
|----|----------------------------|----------|
| 1. | SS7 LINK CROSS CONNECT | |
| | DS0 | |
| | Recurring Monthly | \$55.70 |
| | Non-Recurring Initial | \$177.36 |
| | Non-Recurring Additional | \$155.28 |
| | DS1 | |
| | Recurring Monthly | \$40.26 |
| | Non-Recurring Initial | \$155.94 |
| | Non-Recurring Additional | \$133.87 |
| 2. | STP PORT TERMINATION | |
| | Recurring Monthly | \$572.32 |
| | Non-Recurring Installation | \$304.66 |
| 3. | STP ACCESS LINK | |
| | 56 Kbps Access Link | |
| | Fixed | \$100.16 |
| | Per Mile | \$ 0.91 |

SIGNALING POINT CODE ADDITION	\$ 40.33
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GLOBAL TITLE TRANSLATION ADDITION	ICB
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EXHIBIT 1

TEXAS PRICING – WIRELESS

SS7 TRANSPORT

This rate applies per Octet for the screening and routing of messages by each additional STP pair.

Rate per Octet	\$0.00000031
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DEDICATED SIGNALING LINKS

- | | | | |
|----|----------------------------|---------|----------|
| 1. | SS7 LINK CROSS CONNECT | | |
| | DS0 | | |
| | Recurring Monthly | | \$42.58 |
| | Non-Recurring Initial | | \$67.24 |
| | Non-Recurring Additional | | \$64.55 |
| | DS1 | | |
| | Recurring Monthly | | \$30.89 |
| | Non-Recurring Initial | | \$75.12 |
| | Non-Recurring Additional | | \$72.46 |
| 2. | STP PORT TERMINATION | | |
| | Recurring Monthly | | \$365.36 |
| | Non-Recurring Installation | | \$50.26 |
| 3. | STP ACCESS LINK | | |
| | 56 Kbps Access Link | | |
| | Fixed | | \$100.16 |
| | Per Mile | \$ 0.91 | |

SIGNALING POINT CODE ADDITION	\$12.57
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GLOBAL TITLE TRANSLATION ADDITION	\$1.01
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EXHIBIT 1

CALIFORNIA PRICING – WIRELESS

DEDICATED SIGNALING LINKS

1. STP PORT TERMINATION

SS7 Link Cross Connect element is included as part of the STP Port rate element.

Recurring Monthly	\$1,325.00
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Non-Recurring Service Order

Connect	\$42.66
Disconnect	\$20.36
Change	\$20.36
Record	\$11.52

Non-Recurring Channel Connection

Connect	\$125.42
Disconnect	\$44.47

2. STP ACCESS LINK

56 Kbps Access Link

Recurring Monthly	
Fixed	\$195.00
Per Mile	\$0.60

Non-Recurring Service Order

Connect	\$35.68
Disconnect	\$21.94
Change	\$24.39
Record	\$19.94

Non-Recurring Channel Connection

Connect	\$167.45
Disconnect	\$55.12

EXHIBIT 1

NEVADA PRICING – WIRELESS

DEDICATED SIGNALING LINKS

1. STP PORT TERMINATION

SS7 Link Cross Connect element is included as part of the STP Port rate element.

Recurring Monthly	\$2,249.00
Non Recurring	
Initial	\$319.80
Additional	\$148.35

2. STP ACCESS LINK
56 Kbps Access Link

Recurring Monthly	
Fixed	\$19.00
Per Mile	\$0.34107
Non-Recurring	
Initial	\$319.80
Additional	\$148.35

EXHIBIT 1

ILLINOIS PRICING – WIRELESS

STP PORT TERMINATION	
Recurring Monthly	\$263.19
Non-Recurring	\$714.11
ORIGINATING POINT CODE TRANSLATION	\$24.75
GLOBAL TITLE ADDRESS TRANSLATION	\$13.31
SIGNAL FORMULATION	
Per IAM Message	\$0.000451
Per TCAP Message	\$0.000324
SIGNAL TRANSPORT	
Per IAM Message	\$0.000084
Per TCAP Message	\$0.000057
SIGNAL SWITCHING	
Per IAM Message	\$0.000133
Per TCAP Message	\$0.000108
SIGNAL TANDEM SWITCHING	
Per IAM Message	\$0.000299

EXHIBIT 1

INDIANA PRICING – WIRELESS

STP PORT TERMINATION	
Recurring Monthly	\$288.78
Non-Recurring	\$617.01
ORIGINATING POINT CODE TRANSLATION	\$21.38
GLOBAL TITLE ADDRESS TRANSLATION	\$11.49
SIGNAL FORMULATION	
Per IAM Message	\$0.000124
Per TCAP Message	\$0.000284
SIGNAL TRANSPORT	
Per IAM Message	\$0.000085
Per TCAP Message	\$0.000057
SIGNAL SWITCHING	
Per IAM Message	\$0.000155
Per TCAP Message	\$0.000125
SIGNAL TANDEM SWITCHING	
Per IAM Message	\$0.000324

EXHIBIT 1

MICHIGAN PRICING – WIRELESS

STP PORT TERMINATION	
Recurring Monthly	\$270.11
Non-Recurring	\$254.79
ORIGINATING POINT CODE TRANSLATION	\$ 25.98
GLOBAL TITLE ADDRESS TRANSLATION	\$ 12.29
SIGNAL FORMULATION	
Per IAM Message	\$0.000229
Per TCAP Message	\$0.000118
SIGNAL TRANSPORT	
Per IAM Message	\$0.000051
Per TCAP Message	\$0.000034
SIGNAL SWITCHING	
Per IAM Message	\$0.000073
Per TCAP Message	\$0.000056
SIGNAL TANDEM SWITCHING	
Per IAM Message	\$0.000123

EXHIBIT 1

OHIO PRICING – WIRELESS

STP PORT TERMINATION	
Recurring Monthly	\$302.76
Non-Recurring	\$665.69
ORIGINATING POINT CODE TRANSLATION	\$ 24.21
GLOBAL TITLE ADDRESS TRANSLATION	\$ 13.03
SIGNAL FORMULATION	
Per IAM Message	\$0.000160
Per TCAP Message	\$0.000132
SIGNAL TRANSPORT	
Per IAM Message	\$0.000050
Per TCAP Message	\$0.000033
SIGNAL SWITCHING	
Per IAM Message	\$0.000135
Per TCAP Message	\$0.000120
SIGNAL TANDEM SWITCHING	
Per IAM Message	\$0.000233

EXHIBIT 1

WISCONSIN PRICING – WIRELESS

STP PORT TERMINATION	
Recurring Monthly	\$347.17
Non-Recurring	\$628.12
ORIGINATING POINT CODE TRANSLATION	\$ 22.94
GLOBAL TITLE ADDRESS TRANSLATION	\$ 12.33
SIGNAL FORMULATION	
Per IAM Message	\$0.000342
Per TCAP Message	\$0.000333
SIGNAL TRANSPORT	
Per IAM Message	\$0.000133
Per TCAP Message	\$0.000090
SIGNAL SWITCHING	
Per IAM Message	\$0.000184
Per TCAP Message	\$0.000152
SIGNAL TANDEM SWITCHING	
Per IAM Message	\$0.000458

ILLINOIS

1. The rates for transport and termination and transiting, for Carrier-to-Telco traffic shall be as follows (per Conversation MOU):

<u>Type 2A</u>	<u>Type 2B</u>	<u>Type 1</u>	<u>Transiting</u>
\$0.005318	\$0.003746	\$0.005318	\$0.005118

2. The rates for transport and termination for Telco-to-Carrier traffic shall be as follows (Per Conversation MOU):

<u>Type 2A</u>	<u>Type 2B</u>	<u>Type 1</u>
\$0.005318	<u>\$.005318</u>	\$0.005318

3. Except as otherwise provided in Paragraph 4 below, Carrier Facilities will be provided at the same rates, terms, and conditions that similar Facilities are provided by Telco.

4. **Shared facilities for two-way trunk groups between the Telco tandem building and Carrier MSC will be provided by Carrier to Telco at a DSI equivalent with a DSI assumed to be equivalent to 200,000 MOUs of Land-to-Mobile traffic except as required under the direct trunking requirement of Section 5.4.4 in which the traffic from a single Verizon Wireless MSC to a single Ameritech end office switch reaches 864 CCS (24 Erlangs) during the busy hour for three consecutive months and Ameritech opts to have Verizon Wireless establish direct trunk routing with a POI in the tandem building, whereby each party is responsible for their facilities on their side of the POI. When the direct trunk routing option with the tandem building POI is invoked by Ameritech, Verizon Wireless shall not charge Ameritech the shared facilities DSI charge for Ameritech originated traffic over the dedicated two way trunk group, where such trunk groups are technically feasible and Ameritech elects to send traffic destined for that specific Verizon Wireless MSC as documented in LERG routing.**

May be paid on a flat rate of \$90.00 per month per 200,000 MOUs of Land-to-Mobile traffic billed by Carrier or as an MOU additive of \$.00045 per MOU billed by Carrier.

5. InterMTA Traffic
- 5.1 InterMTA Rates (to be paid per Conversation MOU to Telco by Carrier on applicable Carrier to Telco InterMTA calls)

\$0.009782

6. The rates for trunking are set forth in Telco Tariff ICC 16, Section 15, as amended from time to time.
7. Other Charges
 - 7.1 Selective Class of Call Screening. This service is not currently provided in this State.
 - 7.2 Cancellation Charge. This charge is not currently applicable in this State.
 - 7.3 Rollover Charges. This charge is not currently applicable in this State.
 - 7.4 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.
 - 7.5 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.
 - 7.6 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.

**AMENDMENT
TO
CELLULAR/PCS INTERCONNECTION AGREEMENT**

between one or more of

ILLINOIS BELL TELEPHONE COMPANY d/b/a SBC ILLINOIS,

and

VERIZON WIRELESS LLC d/b/a VERIZON WIRELESS

The Interconnection Agreement by and between Illinois Bell Telephone Company d/b/a SBC Illinois ("SBC")¹ and Verizon Wireless LLC on behalf of Cellco Partnership, Chicago 10 MHz LLC, Chicago SMSA Limited Partnership, CyberTel Cellular Telephone Company, GTE Wireless of the Midwest Incorporated, Illinois RSA 1 Limited Partnership, Illinois RSA 6 and 7 Limited Partnership, Illinois SMSA Limited Partnership, Rockford MSA Limited Partnership, Southern & Central Wireless, LLC; all of its entities d/b/a Verizon Wireless ("Carrier") ("Agreement") effective in the state of Illinois is hereby amended as follows:

- I. Section 45.2 of the Cellular/PCS Interconnection Agreement is amended to reflect a two-year extension and now reads as follows:

Except as provided herein, the Parties agree to interconnect pursuant to the terms defined in this Agreement until August 8, 2005 (The period from the Effective Date until this date is the "Initial Term"). Thereafter the Agreement shall continue in effect until terminated as provided herein.

- II. In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: 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, released on August 21, 2003, In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket No. 01-338, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket No. 98-147 (FCC 03-36) and the FCC's Biennial Review Proceeding which the FCC announced, in its Triennial Review Order, is scheduled to commence in 2004; the FCC's 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), and as to the FCC's Notice of Proposed Rulemaking on the topic of Intercarrier Compensation generally, issued In the Matter of Developing a Unified Intercarrier Compensation Regime, in CC Docket 01-92 (Order No. 01-132), on April 27, 2001; and 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") (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and

¹ Illinois Bell Telephone Company, f/k/a Ameritech Illinois, is now doing business in Illinois as SBC Illinois.

any other amendments to the Agreement), **SBC-13STATE** shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. The preceding includes without limitation that **SBC-13STATE** shall not be obligated to provide combinations (whether considered new or existing) or commingled arrangements involving **SBC-13STATE** network elements that do not constitute required UNEs under 47 U.S.C. § 251(c)(3) (including those network elements no longer required to be so unbundled), or where UNEs are not requested for permissible purposes. Notwithstanding anything to the contrary in the Agreement and this Amendment and except to the extent that **SBC-13STATE** has adopted the FCC ISP terminating compensation plan ("FCC Plan") in an **SBC-13STATE** state in which this Agreement is effective, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to **SBC-13STATE**'s right to exercise its option at any time to adopt on a date specified by **SBC-13STATE** the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice") 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 CLEC 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, With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

- III. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- IV. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten days following approval by such Commission or the date this Amendment is deemed to have been approved by such Commission.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this _____ day of _____, 2003, by SBC Illinois, signing by and through its duly authorized representative, and Carrier, signing by and through its duly authorized representative.

**Verizon Wireless:
Cellco Partnership
d/b/a Verizon Wireless**

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

**Chicago 10 MHz LLC
d/b/a Verizon Wireless
By Cellco Partnership, Its Sole Member**

**Chicago SMSA Limited Partnership
d/b/a Verizon Wireless
By Cellco Partnership, Its General Partner**

**CyberTel Cellular Telephone Company
d/b/a Verizon Wireless
By Cellco Partnership, Its General Partner**

**GTE Wireless of the Midwest Incorporated
d/b/a Verizon Wireless
By Cellco Partnership, Its Sole Owner**

**Illinois RSA 1 Limited Partnership
d/b/a Verizon Wireless
By GTE Wireless of the Midwest Incorporated,
Its General Partner**

**Illinois RSA 6 and 7 Limited Partnership
d/b/a Verizon Wireless
By Cellco Partnership, Its General Partner**

**Illinois SMSA Limited Partnership
d/b/a Verizon Wireless
By Cellco Partnership, Its General Partner**

**Rockford MSA Limited Partnership
d/b/a Verizon Wireless
By GTE Wireless of the Midwest Incorporated,
Its General Partner**

**Southern & Central Wireless, LLC
d/b/a Verizon Wireless
By Cellco Partnership,
Its Sole Member**

By: _____

By: _____

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Title: For/
President – Industry Markets

Date: _____

Date: _____

CARRIER LICENSES

LICENSEE	MARKET NAME	MARKET STATE	CALL SIGN	SERVICE
Cellco Partnership	ILLINOIS 3-MERCER	IL	KNKN768	Cellular
Cellco Partnership	ILLINOIS 5-MASON	IL	KNKN900	Cellular
Cellco Partnership	ILLINOIS 8-WASHINGTON	IL	KNKN477	Cellular
Cellco Partnership	ILLINOIS 9-CLAY	IL	WPOK363	Cellular
Cellco Partnership	PADUCAH-MURRAY-MAYFIELD	IL	WPTB358	
Cellco Partnership	PEORIA	IL	KNKA443	Cellular
Chicago 10 MHz LLC	CHICAGO	IL	KNLF207	PCS
Chicago SMSA Limited Partnership	AURORA-ELGIN	IL	KNKA549	Cellular
Chicago SMSA Limited Partnership	CHICAGO	IL	KNKA200	Cellular
Chicago SMSA Limited Partnership	JOLIET	IL	KNKA594	Cellular
Chicago SMSA Limited Partnership	KANKAKEE	IL	KNKA495	Cellular
CyberTel Cellular Telephone Company	ST. LOUIS	MO/IL	KNKA234	Cellular
GTE Wireless of the Midwest Incorporated	DAVENPORT-ROCK ISLAND-MOLINE	IA/IL	KNKA419	Cellular
Illinois RSA 1 Limited Partnership	ILLINOIS 1-JO DAVIESS	IL	KNKN930	Cellular
Illinois RSA 6 and 7 Limited Partnership	ILLINOIS 6-MONTGOMERY	IL	KNKN996	Cellular
Illinois RSA 6 and 7 Limited Partnership	ILLINOIS 7-VERMILLION	IL	KNKN997	Cellular
Illinois SMSA Limited Partnership	BLOOMINGTON-NORMAL	IL	KNKA777	Cellular
Illinois SMSA Limited Partnership	CHAMPAIGN-URBANA-RANTOUL	IL	KNKA469	Cellular
Illinois SMSA Limited Partnership	DECATUR	IL	KNKA778	Cellular
Illinois SMSA Limited Partnership	ILLINOIS 4-ADAMS	IL	KNKQ278	Cellular
Illinois SMSA Limited Partnership	ILLINOIS 5-MASON	IL	KNKQ307	Cellular
Illinois SMSA Limited Partnership	SPRINGFIELD	IL	KNKA630	Cellular
Rockford MSA Limited Partnership	ROCKFORD	IL	KNKA477	Cellular
Southern & Central Wireless, LLC	CHICAGO (Kenosha Co., WI)	IL	WPQR415	

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
ILLINOIS BELL TELEPHONE COMPANY d/b/a SBC ILLINOIS
AND
VERIZON WIRELESS**

Illinois Bell Telephone Company¹ d/b/a SBC Illinois, as the Incumbent Local Exchange Carrier in Illinois, (hereafter, "ILEC" or "SBC Illinois") and Chicago SMSA Limited Partnership Wireless by Cellco Partnership, its general partner, CyberTel Cellular d/b/a Verizon Wireless by Cellco Partnership, its general partner, Illinois RSAs 6 & 7 Limited Partnership d/b/a Verizon Wireless by Illinois SMSA Limited Partnership, by Cellco Partnership, its general partner ("Verizon Wireless"), as a Competitive Local Exchange Carrier ("CLEC"), an Independent Local Exchange Carrier ("Independent") or Commercial Mobile Radio Service ("CMRS") provider in Illinois, (referred to as "CARRIER"), in order to amend, modify and supersede any affected provisions of their Interconnection Agreement with ILEC in Illinois ("Interconnection Agreement"), hereby execute this Reciprocal Compensation Amendment for ISP-Bound Traffic and Federal Telecommunications Act Section 251(b)(5) Traffic (Adopting FCC's Interim ISP Terminating Compensation Plan)("Amendment"). CLEC and Independent are also referred to as a "LEC."

1.0 Scope of Amendment

- 1.1 On or about June 16, 2003 ILEC made an offer to all telecommunications carriers in the state of Illinois (the "Offer") to exchange traffic on and after September 1, 2003 under Section 251(b)(5) of the Act pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) ("FCC ISP Compensation Order") which was remanded but not vacated in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).
- 1.2 The purpose of this Amendment is to include in CARRIER's Interconnection Agreement the rates, terms and conditions of the FCC's interim ISP terminating compensation plan for the exchange of ISP-bound traffic lawfully compensable under the FCC ISP Compensation Order ("ISP-bound Traffic") and traffic lawfully compensable under Section 251(b)(5) ("Section 251(b)(5) Traffic").
- 1.3 This Amendment is intended to supercede any and all contract sections, appendices, attachments, rate schedules, or other portions of the underlying Interconnection Agreement that set forth rates, terms and conditions for the terminating compensation for ISP-bound Traffic and Section 251(b)(5) Traffic exchanged between ILEC and CARRIER. Any inconsistencies between the provisions of this Amendment and provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Amendment.

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

- 2.1 ILEC and CARRIER hereby agree that the following rates, terms and conditions shall apply to all ISP-bound Traffic and all Section 251(b)(5) Traffic exchanged between the Parties on and after the date this Amendment becomes effective pursuant to Section 4.1 of this Amendment.
- 2.2 Reciprocal Compensation Rate Schedule for ISP-bound Traffic and Section 251(b)(5) Traffic:

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

2.2.1 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.

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

September 1, 2003 and thereafter: .0007 per minute

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

2.3 ISP-bound Traffic Minutes Growth Cap

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

Calendar Year 2001 1st Quarter 2001 compensable ISP-bound minutes, times 4, times 1.10

Calendar Year 2002 Year 2001 compensable ISP-bound minutes, times 1.10

Calendar Year 2003 Year 2002 compensable ISP-bound minutes

Calendar Year 2004 and on Year 2002 compensable ISP-bound minutes

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

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

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

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

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

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

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

2.6 ISP-bound Traffic Rebuttable Presumption

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

3.0 Reservation of Rights

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

4.0 Miscellaneous

4.1 If this Amendment is executed by CARRIER and such executed amendment is received by ILEC on or before September 23, 2003, this Amendment will be effective as of September 1, 2003, subject to any necessary state commission approval; provided, however, the rates will not be implemented in ILEC's billing system until after any necessary state commission approval, at which time the rates billed by the Parties beginning on September 1, 2003 will be subject to a true-up. If this Amendment is executed by CARRIER but such executed amendment is not received by ILEC until after September 23, 2003, this Amendment will become effective ten (10) days following the date such Amendment is approved or is deemed to have been approved by the applicable state commission.

4.2 This Amendment is coterminous with the underlying Interconnection Agreement and does not extend the term or change the termination provisions of the underlying Interconnection Agreement.

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

4.4 Every rate, term and condition of this Amendment is legitimately related to the other rates, terms and conditions in this Amendment. Without limiting the general applicability of the foregoing, the change of law provisions of the underlying Interconnection Agreement, including but not limited to the "Intervening Law" or "Change of Law" or "Regulatory Change" section of the General Terms and Conditions of the Interconnection Agreement and as modified in this Amendment, are specifically agreed by the Parties to be legitimately related to, and inextricably intertwined with this the other rates, terms and conditions of this Amendment.

4.5 In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s),

including, without limitation, its intervening law rights relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: 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, released on August 21, 2003, In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket No. 01-338, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket No. 98-147 (FCC 03-36) and the FCC's Biennial Review Proceeding which the FCC announced, in its Triennial Review Order, is scheduled to commence in 2004; the FCC's 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), and as to the FCC's Notice of Proposed Rulemaking on the topic of Intercarrier Compensation generally, issued In the Matter of Developing a Unified Intercarrier Compensation Regime, in CC Docket 01-92 (Order No. 01-132), on April 27, 2001; and 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") (collectively "Government Actions"). Notwithstanding anything to the contrary in the Agreement and this Amendment and except to the extent that SBC Illinois has adopted the FCC ISP terminating compensation plan ("FCC Plan"), and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to SBC Illinois right to exercise its option at any time to adopt on a date specified by SBC Illinois the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), SBC Illinois shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. The preceding includes without limitation that SBC Illinois shall not be obligated to provide combinations (whether considered new or existing) or commingled arrangements involving SBC Illinois network elements that do not constitute required UNEs under 47 U.S.C. § 251(c)(3) (including those network elements no longer required to be so unbundled), or where UNEs are not requested for permissible purposes. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). 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 CLEC 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, With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

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

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

Verizon Wireless:
Chicago SMSA Limited Partnership
d/b/a Verizon Wireless
by Cellco Partnership, its general partner

CyberTel Cellular Telephone Company
d/b/a Verizon Wireless
By Cellco Partnership, its general partner

Illinois RSAs 6 & 7 Limited Partnership
d/b/a Verizon Wireless
By Illinois SMSA Limited

By: _____

By: _____

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Title: *For/* President – Industry Markets

Date: _____

Date: _____

FACILITIES-BASED OCN # _____

ACNA _____

**AMENDMENT TO
CELLULAR/PCS INTERCONNECTION AGREEMENT
BY AND BETWEEN
ILLINOIS BELL TELEPHONE COMPANY d/b/a AT&T ILLINOIS
AND
DENALI SPECTRUM OPERATIONS, LLC**

The Cellular/PCS Interconnection Agreement, ("the Agreement") by and between Illinois Bell Telephone Company d/b/a AT&T Illinois¹ ("AT&T Illinois") and Denali Spectrum Operations, LLC ("WSP") is hereby amended as follows:

(1) The Parties agree to delete Section 4 of the Appendix Pricing (Wireless) and replace it with the new Section 4 as follows:

4. *Shared facilities for two-way trunk groups between the AT&T Illinois tandem building and WSP MSC will be provided by WSP to AT&T Illinois at a DS1 equivalent with a DS1 assumed to be equivalent to 200,000 MOUs of Land-to-Mobile traffic except as required under the direct trunking requirement of Section 5.4.4 in which the traffic from a single WSP MSC to a single AT&T Illinois end office switch reaches 864 CCS (24 Erlangs) during the busy hour for three consecutive months and AT&T Illinois opts to have WSP establish direct trunk routing with a POI in the tandem building, whereby each party is responsible for their facilities on their side of the POI. When the direct trunk routing option with the tandem building POI is invoked by AT&T Illinois, WSP shall not charge AT&T Illinois the shared facilities DS1 charge for AT&T Illinois originated traffic over the dedicated two way trunk group, where such trunk groups are technically feasible and AT&T Illinois elects to send traffic destined for that specific WSP MSC as documented in LERG routing.*

Usage, at the election of the Originating Party, may be paid on a flat rate of \$2.67 per month per 200,000 MOUs of Land-to-Mobile traffic billed by WSP or as an MOU additive of \$.00001334 per MOU billed by WSP.

- (2) All other terms and conditions of the Agreement remain unchanged.
- (3) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- (4) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- (5) 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.
- (6) This Amendment shall be filed with and is subject to approval by the Illinois Commerce Commission and shall become effective ten (10) days following approval by such Commission.

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

DENALI SPECTRUM OPERATIONS, LLC
a Delaware limited liability company

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

By: Denali Spectrum License, LLC
Its sole member

By: Denali Spectrum, LLC
Its sole member

By: Denali Spectrum Manager, LLC
Its manager

By: Doyon, Limited
Its manager

By: _____

Printed: Nancy Pexle

Title: Operations Manager
(Print or Type)

Date: 10/30/08

By: _____

Printed: Eddie A. Reed, Jr.

Title: Director-Interconnection Agreements

Date: 12.3.08

AT&T Wholesale Amendment

AT&T Wholesale Amendment

**AMENDMENT TO
 CELLULAR/PCS INTERCONNECTION AGREEMENT
 BY AND BETWEEN
 ILLINOIS BELL TELEPHONE COMPANY d/b/a AT&T ILLINOIS
 AND
 DENALI SPECTRUM OPERATIONS, LLC**

The Cellular/PCS Interconnection Agreement, ("the Agreement") by and between Illinois Bell Telephone Company d/b/a AT&T Illinois¹ ("AT&T Illinois") and Denali Spectrum Operations, LLC ("WSP") is hereby amended as follows:

(1) The Parties agree to delete Section 4 of the Appendix Pricing (Wireless) and replace it with the new Section 4 as follows:

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Usage, at the election of the Originating Party, may be paid on a flat rate of \$2.67 per month per 200,000 MOUs of Land-to-Mobile traffic billed by WSP or as an MOU additive of \$.00001334 per MOU billed by WSP.

- (2) All other terms and conditions of the Agreement remain unchanged.
- (3) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- (4) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- (5) 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.
- (6) This Amendment shall be filed with and is subject to approval by the Illinois Commerce Commission and shall become effective ten (10) days following approval by such Commission.

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

DENALI SPECTRUM OPERATIONS, LLC
a Delaware limited liability company

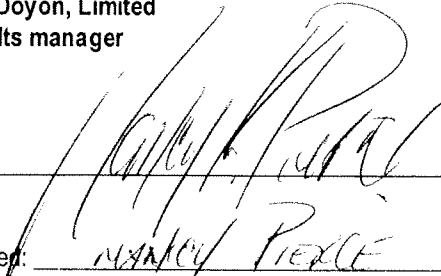
Illinois Bell Telephone Company d/b/a AT&T Illinois by
AT&T Operations, Inc., its authorized agent

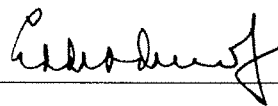
By: Denali Spectrum License, LLC
Its sole member

By: Denali Spectrum, LLC
Its sole member

By: Denali Spectrum Manager, LLC
Its manager

By: Doyon, Limited
Its manager

By: 

By: 

Printed: Nancy Piexle

Printed: Eddie A. Reed, Jr.

Title: Operations Manager
(Print or Type)

Title: Director-Interconnection Agreements

Date: 10/30/08

Date: 12.3.08

AT&T Wholesale Amendment

AT&T Wholesale Amendment

**AMENDMENT TO
 CELLULAR/PCS INTERCONNECTION AGREEMENT
 BY AND BETWEEN
 ILLINOIS BELL TELEPHONE COMPANY d/b/a AT&T ILLINOIS
 AND
 DENALI SPECTRUM OPERATIONS, LLC**

The Cellular/PCS Interconnection Agreement, ("the Agreement") by and between Illinois Bell Telephone Company d/b/a AT&T Illinois¹ ("AT&T Illinois") and Denali Spectrum Operations, LLC ("WSP"), is hereby amended as follows:

(1) The Parties agree to delete Section 4 of the Appendix Pricing (Wireless) and replace it with the new Section 4 as follows:

4. *Shared facilities for two-way trunk groups between the AT&T Illinois tandem building and WSP MSC will be provided by WSP to AT&T Illinois at a DS1 equivalent with a DS1 assumed to be equivalent to 200,000 MOUs of Land-to-Mobile traffic except as required under the direct trunking requirement of Section 5.4.4 in which the traffic from a single WSP MSC to a single AT&T Illinois end office switch reaches 864 CCS (24 Erlangs) during the busy hour for three consecutive months and AT&T Illinois opts to have WSP establish direct trunk routing with a POI in the tandem building, whereby each party is responsible for their facilities on their side of the POI. When the direct trunk routing option with the tandem building POI is invoked by AT&T Illinois, WSP shall not charge AT&T Illinois the shared facilities DS1 charge for AT&T Illinois originated traffic over the dedicated two way trunk group, where such trunk groups are technically feasible and AT&T Illinois elects to send traffic destined for that specific WSP MSC as documented in LERG routing.*

Usage, at the election of the Originating Party, may be paid on a flat rate of \$33.45 per month per 200,000 MOUs of Land-to-Mobile traffic billed by WSP or as an MOU additive of \$0.00016726 per MOU billed by WSP.

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

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

(4) In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

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

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

Denali Spectrum Operations, LLC
a Delaware limited liability company

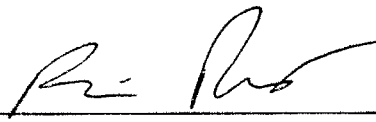
Illinois Bell Telephone Company d/b/a AT&T Illinois by
AT&T Operations, Inc., its authorized agent

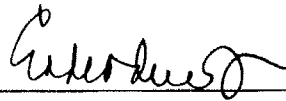
By: Denali Spectrum License, LLC
Its sole member

By: Denali Spectrum, LLC
Its sole member

By: Denali Spectrum Manager, LLC
Its manager

By: Doyon, Limited
Its manager

By: 

By: 

Printed: Brian Root

Printed: Eddie A. Reed, Jr.

Title: Operations Manager
(Print or Type)

Title: Director-Interconnection Agreements

Date: 8/11/09

Date: 8-17-09