

John C. Peterson, Director
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Wholesale Markets



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January 9, 2004

Brian Gelfand
President
Buffalo – Lake Erie Wireless Systems Co., L.L.C.
4915 Auburn Ave., Suite 200
Bethesda, MD 20814

Re: Requested Adoption Under Section 252(i) of the TA96

Dear Mr. Gelfand:

Verizon North Inc., f/k/a GTE North Incorporated (“Verizon”), a Wisconsin corporation, with principal place of business at 1717 Arch Street, Philadelphia, Pennsylvania 19103, has received your letter stating that, under Section 252(i) of the Telecommunications Act of 1996 (the “Act”), Buffalo – Lake Erie Wireless Systems Co., L.L.C. (“BLEWS”), a Maryland Limited Liability Company, with principal place of business at 1967 Wehrle Dr., Suite 1, Williamsville, NY 14221, wishes to adopt the terms of the Interconnection Agreement between AT&T Wireless Services, Inc. (“AWS”) and Verizon that was approved by the Pennsylvania Public Utility Commission (the “Commission”) as an effective agreement in the Commonwealth of Pennsylvania, as such agreement exists on the date hereof after giving effect to operation of law (the “Terms”). I understand BLEWS has a copy of the Terms. Please note the following with respect to BLEWS’s adoption of the Terms.

1. By BLEWS’s countersignature on this letter, BLEWS hereby represents and agrees to the following five points:
 - (A) BLEWS adopts (and agrees to be bound by) the Terms of the AWS/Verizon agreement for interconnection as it is in effect on the date hereof after giving effect to operation of law, and in applying the Terms, agrees that BLEWS

shall be substituted in place of AT&T Wireless Services, Inc. and AWS in the Terms wherever appropriate.

- (B) For avoidance of doubt, adoption of the Terms does not include adoption of any provision imposing an unbundling obligation on Verizon that no longer applies under the Report and Order and Order on Remand (FCC 03-36) released by the Federal Communications Commission (“FCC”) on August 21, 2003 in CC Docket Nos. 01-338, 96-98, 98-147 (“Triennial Review Order”), which became effective on October 2, 2003. In light of the effectiveness of the Triennial Review Order, any reasonable period of time for adopting such provisions has expired under the FCC’s rules implementing section 252(i) of the Act (*see, e.g.*, 47 CFR Section 51.809(c)).
- (C) Notice to BLEWS and Verizon as may be required under the Terms shall be provided as follows:

To: Buffalo – Lake Erie Wireless Systems Co., L.L.C.
Attention: Brian Gelfand, President
4915 Auburn Ave., Suite 200
Bethesda, MD 20814
Telephone Number: 301-907-2484
Facsimile Number: 301-907-9021
Internet Address: brian.gelfand@blewteam.com

To Verizon:

Director-Contract Performance & Administration
Verizon Wholesale Markets
600 Hidden Ridge
HQEWMNOTICES
Irving, TX 75038
Telephone Number: 972-718-5988
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with a copy to:

Vice President and Associate General Counsel
Verizon Wholesale Markets
1515 N. Court House Road
Suite 500
Arlington, VA 22201
Facsimile: 703-351-3664

- (D) BLEWS represents and warrants that it is a certified FCC-licensed provider of two-way wireless service, and that its adoption of the Terms

will cover services in Verizon North's service territory in the Commonwealth of Pennsylvania only.

- (E) In the event an interconnection agreement between Verizon and BLEWS is currently in effect in the former GTE service territory within the Commonwealth of Pennsylvania (the "Original ICA"), this adoption shall be an amendment and restatement of the operating terms and conditions of the Original ICA, and shall replace in their entirety the terms of the Original ICA. This adoption is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to the Original ICA. Any outstanding payment obligations of the parties that were incurred but not fully performed under the Original ICA shall constitute payment obligations of the parties under this adoption.
 - (F) Verizon's standard pricing schedule for interconnection agreements in the Commonwealth of Pennsylvania (as such schedule may be amended from time to time) (attached as Appendix 1 hereto) shall apply to BLEWS's adoption of the Terms; provided, however, that if the Terms memorialize acceptance of Verizon's offer of an optional reciprocal compensation rate plan for non-Internet traffic subject to Section 251(b)(5) pursuant to the industry letter described in footnote 2 of this Letter, then the optional reciprocal compensation rate plan in the Terms shall apply to this adoption instead of the reciprocal compensation rates set forth in Appendix 1. BLEWS should note that the aforementioned pricing schedule may contain rates for certain services the terms for which are not included in the Terms or that are otherwise not part of this adoption, and may include phrases or wording not identical to those utilized in the Terms. In an effort to expedite the adoption process, Verizon has not deleted such rates from the pricing schedule or attempted to customize the wording in the pricing schedule to match the Terms. However, the inclusion of such rates in no way obligates Verizon to provide the subject services and in no way waives Verizon's rights, and the use of slightly different wording or phrasing in the pricing schedule does not alter the obligations and rights set forth in the Terms.
2. BLEWS's adoption of the AWS Terms shall become effective on January 23, 2004. Verizon shall file this adoption letter with the Commission promptly upon receipt of an original of this letter countersigned by an authorized officer of BLEWS. The term and termination provisions of the AWS/Verizon agreement shall govern BLEWS's adoption of the Terms. The adoption of the Terms is currently scheduled to expire on June 30, 2004.
 3. As the Terms are being adopted by you pursuant to your statutory rights under section 252(i), Verizon does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by Verizon of the Terms does not in any way constitute a waiver by Verizon of any position as to the Terms or a

portion thereof, nor does it constitute a waiver by Verizon of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of BLEWS's 252(i) election.

4. Nothing herein shall be construed as or is intended to be a concession or admission by Verizon that any provision in the Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commissions, the decisions of the courts, or other law, and Verizon expressly reserves its full right to assert and pursue claims arising from or related to the Terms.
5. Verizon reserves the right to deny BLEWS's adoption and/or application of the Terms, in whole or in part, at any time:
 - (a) when the costs of providing the Terms to BLEWS are greater than the costs of providing them to AWS;
 - (b) if the provision of the Terms to BLEWS is not technically feasible; and/or
 - (c) to the extent that Verizon otherwise is not required to make the Terms available to BLEWS under applicable law.
6. For avoidance of doubt, please note that adoption of the Terms will not result in reciprocal compensation payments for Internet traffic. Verizon has always taken the position that reciprocal compensation was not due to be paid for Internet traffic under section 251(b)(5) of the Act. Verizon's position that reciprocal compensation is not to be paid for Internet traffic was confirmed by the FCC in the Order on Remand and Report and Order adopted on April 18, 2001 ("*FCC Internet Order*"), which held that Internet traffic constitutes "information access" outside the scope of the reciprocal compensation obligations set forth in section 251(b)(5) of the Act.¹ Accordingly, any compensation to be paid for Internet traffic will be handled pursuant to the terms of the *FCC Internet Order*, not pursuant to adoption of the Terms.² Moreover, in light of the *FCC Internet Order*, even if the Terms include provisions invoking an intercarrier compensation mechanism for Internet traffic, any reasonable amount of time permitted for adopting such provisions has expired under the FCC's rules implementing section 252(i) of the Act.³ In fact, the *FCC Internet Order* made clear that carriers may not adopt provisions of an existing interconnection

¹ Order on Remand and Report and Order, In the Matters of: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and Intercarrier Compensation for ISP-Bound Traffic, CC Docket No. 99-68 (rel. April 27, 2001) ("*FCC Remand Order*") ¶44, remanded, *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. May 3, 2002). Although the D.C. Circuit remanded the *FCC Remand Order* to permit the FCC to clarify its reasoning, it left the order in place as governing federal law. *See WorldCom, Inc. v. FCC*, No. 01-1218, slip op. at 5 (D.C. Cir. May 3, 2002).

² For your convenience, an industry letter distributed by Verizon explaining its plans to implement the *FCC Internet Order* can be viewed at Verizon's Customer Support Website at URL www.verizon.com/wise (select Verizon East Customer Support, Business Resources, Customer Documentation, Resources, Industry Letters, CLEC, May 21, 2001 Order on Remand).

³ *See, e.g.*, 47 C.F.R. Section 51.809(c).

agreement to the extent that such provisions provide compensation for Internet traffic.⁴

7. Should BLEWS attempt to apply the Terms in a manner that conflicts with paragraphs 3-6 above, Verizon reserves its rights to seek appropriate legal and/or equitable relief.
8. In the event that a voluntary or involuntary petition has been or is in the future filed against BLEWS under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or composition or extension of debt (any such proceeding, an “Insolvency Proceeding”), then: (i) all rights of Verizon under such laws, including, without limitation, all rights of Verizon under 11 U.S.C. § 366, shall be preserved, and BLEWS’s adoption of the Verizon Terms shall in no way impair such rights of Verizon; and (ii) all rights of BLEWS resulting from BLEWS’s adoption of the Verizon terms shall be subject to and modified by any Stipulations and Orders entered in the Insolvency Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to Verizon pursuant to 11 U.S.C. § 366.

⁴ *FCC Internet Order* ¶ 82.

SIGNATURE PAGE

Please arrange for a duly authorized representative of BLEWS to sign this letter in the space provided below and return it to Verizon.

Sincerely,

VERIZON NORTH INC.

John C. Peterson, Director
Contract Performance and Administration
Wholesale Markets

(DATE)

Reviewed and countersigned as to points A, B, C, D, E and F of paragraph 1:

BUFFALO – LAKE ERIE WIRELESS SYSTEMS CO., L.L.C.

(SIGNATURE)

Brian Gelfand
President

(DATE)

c: Michelle Miller – Verizon

INTERCONNECTION AGREEMENT

BETWEEN

GTE NORTH INCORPORATED

AND

AT&T WIRELESS SERVICES, INC.

FOR THE STATE OF PENNSYLVANIA

TABLE OF CONTENTS

ARTICLE I
 SCOPE AND INTENT OF AGREEMENT I-1

ARTICLE II
 DEFINITIONS II-1

1. General Definitions II-1

 1.1 Act II-1

 1.2 Affiliate II-1

 1.3 Answer Supervision II-1

 1.4 Applicable Law II-1

 1.5 Automated Message Accounting (AMA) II-1

 1.6 Automatic Number Identification (ANI) II-1

 1.7 Auxiliary Connection II-1

 1.8 AWS Traffic II-1

 1.9 Bellcore II-1

 1.10 Business Day II-1

 1.11 Central Office Switch or Central Office or CO II-1

 1.12 Centralized Message Distribution System (CMDS) II-1

 1.13 CLLI Codes II-1

 1.14 Commercial Mobile Radio Service (CMRS) Carrier II-2

 1.15 Commercial Mobile Radio Services (CMRS) II-2

 1.16 Commission II-2

 1.17 Common Channel Signaling (CCS) II-2

 1.18 Competitive Local Exchange Carrier (CLEC) II-2

 1.19 Compliance II-2

 1.20 Conversation Time II-2

 1.21 Currently Available II-2

 1.22 Disconnect Supervision II-2

 1.23 DS-1 II-2

 1.24 DS-3 II-2

 1.25 Electronic File Transfer II-2

 1.26 E-911 Service II-2

 1.27 End Office II-2

 1.28 End Office Switches II-2

 1.29 ESP/ISP Traffic II-2

 1.30 Exchange Access II-3

 1.31 Exchange Message Record (EMR) II-3

 1.32 Exchange Service II-3

 1.33 Expanded Interconnection Service (EIS) II-3

 1.34 Facility II-3

 1.35 FCC II-3

 1.36 Fixed Wireless Service II-3

 1.37 Generator II-3

 1.38 GTOC II-3

 1.39 GTE Traffic II-3

 1.40 Hazardous Chemical II-3

 1.41 Hazardous Waste II-3

 1.42 Imminent Danger II-3

 1.43 Incumbent Local Exchange Carrier (ILEC) II-4

 1.44 Interconnection Facility II-4

 1.45 Interexchange Carrier (IXC) II-4

 1.46 Interconnection Services or "Services" II-4

 1.47 ISDN User Part (ISUP) II-4

 1.48 Line Information Data Base (LIDB) II-4

 1.49 Local Access and Transport Area (LATA) II-4

 1.50 Local Exchange Carrier (LEC) II-4

 1.51 Local Exchange Routing Guide (LERG) II-4

 1.52 Local Provider II-4

 1.53 Local Traffic II-4

1.54	Major Trading Area (MTA)	II-4
1.55	Main Distribution Frame (MDF)	II-4
1.56	Meet-Point Billing (MPB)	II-4
1.57	Mid-Span Fiber Meet	II-5
1.58	Mobile Switching Center (MSC)	II-5
1.59	Multiple Exchange Carrier Access Billing (MECAB)	II-5
1.60	Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface (MECOD)	II-5
1.61	North American Numbering Plan (NANP)	II-5
1.62	Numbering Plan Area (NPA)	II-5
1.63	NXX, NXX Code, Central Office Code or CO Code	II-5
1.64	Owner and Operator	II-5
1.65	Person	II-5
1.66	Point of Interconnection/Point of Interface (POI)	II-5
1.67	Rate Center	II-6
1.68	Rating Point	II-6
1.69	Routing Point	II-6
1.70	Service Control Point (SCP)	II-6
1.71	Service Switching Point (SSP)	II-6
1.72	Signaling Point (SP)	II-6
1.73	Signaling System 7 (SS7)	II-6
1.74	Signal Transfer Point (STP)	II-6
1.75	Subsidiary	II-6
1.76	Switch Share Market	II-6
1.77	Switched Access Service	II-6
1.78	Synchronous Optical Network (SONET)	II-6
1.79	Tandem	II-7
1.80	Telcordia Technologies	II-7
1.81	Telecommunications Services	II-7
1.82	Third Party Contamination	II-7
1.83	Trunk Group	II-7
1.84	Vertical Features (including CLASS Features)	II-7
1.85	Wire Center	II-7

ARTICLE III

GENERAL PROVISIONS	III-1
1. <u>Scope of General Provisions</u>	III-1
2. <u>Term and Termination</u>	III-1
2.1 <u>Term</u>	III-1
2.2 <u>Post-Termination Arrangements</u>	III-1
2.3 <u>Termination Upon Default</u>	III-1
2.4 <u>Termination Upon Sale</u>	III-1
2.5 <u>Liability upon Termination</u>	III-2
3. <u>Additional Services</u>	III-2
4. <u>Agency</u>	III-2
5. <u>Amendments</u>	III-2
6. <u>Assignment</u>	III-2
7. <u>Authority</u>	III-2
8. <u>Deposits</u>	III-2
9. <u>Billing and Payment</u>	III-2
9.1 <u>Bills</u>	III-2
9.2 <u>Backbilling/credit</u>	III-3
9.3 <u>Billing Disputes</u>	III-3
9.4 <u>Late Payment Charge</u>	III-3

9.5	<u>Audits</u>	III-3
10.	<u>Binding Effect</u>	III-4
11.	<u>Capacity Planning and Forecasting</u>	III-4
12.	<u>Compliance with Laws and Regulations</u>	III-4
13.	<u>Confidential Information</u>	III-4
13.1	<u>Identification</u>	III-4
13.2	<u>Handling</u>	III-4
13.3	<u>Exceptions</u>	III-5
13.4	<u>Survival</u>	III-5
14.	<u>Fraud</u>	III-5
15.	<u>Reimbursement of Expenses</u>	III-5
16.	<u>Dispute Resolution</u>	III-5
16.1	<u>Alternative to Litigation</u>	III-5
16.2	<u>Negotiations</u>	III-6
16.3	<u>Arbitration</u>	III-6
16.4	<u>Expedited Arbitration Procedures</u>	III-6
16.5	<u>Costs</u>	III-6
16.6	<u>Continuous Service</u>	III-7
17.	<u>Entire Agreement</u>	III-7
18.	<u>Expenses</u>	III-7
19.	<u>Force Majeure</u>	III-7
20.	<u>Good Faith Performance</u>	III-7
21.	<u>Governing Law</u>	III-7
22.	<u>Standard Practices</u>	III-7
23.	<u>Headings</u>	III-7
24.	<u>Independent Contractor Relationship</u>	III-7
25.	<u>Liability and Indemnity</u>	III-8
25.1	<u>Indemnification</u>	III-8
25.2	<u>End User and Content-Related Claims</u>	III-8
25.3	<u>DISCLAIMER</u>	III-8
25.4	<u>Limitation of Liability</u>	III-9
25.5	<u>Intellectual Property</u>	III-9
26.	<u>Multiple Counterparts</u>	III-9
27.	<u>No Offer</u>	III-9
28.	<u>No Third Party Beneficiaries</u>	III-9
29.	<u>Notices</u>	III-9
30.	<u>Protection</u>	III-10
30.1	<u>Impairment of Service</u>	III-10
30.2	<u>Resolution</u>	III-10
31.	<u>Publicity</u>	III-11

32.	<u>Regulatory Agency Control</u>	III-11
33.	<u>Changes in Legal Requirements</u>	III-11
34.	<u>Effective Date</u>	III-11
35.	<u>Regulatory Matters</u>	III-11
36.	<u>Rule of Construction</u>	III-11
37.	<u>Section References</u>	III-11
38.	<u>Service Standards</u>	III-11
39.	<u>Severability</u>	III-11
40.	<u>Subcontractors</u>	III-11
41.	<u>Subsequent Law</u>	III-12
42.	<u>Survival</u>	III-12
43.	<u>Taxes</u>	III-12
	43.1 <u>Tax</u>	III-12
	43.2 <u>Fees/Regulatory Surcharges</u>	III-12
44.	<u>Trademarks and Trade Names</u>	III-12
45.	<u>Undefined Terms</u>	III-12
46.	<u>Waiver</u>	III-13
47.	<u>Environmental Responsibility</u>	III-13
48.	<u>Amendment of Certain Rates</u>	III-14

ARTICLE IV

	INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC	IV-1
1.	<u>Services Covered by This Article</u>	IV-1
	1.1 <u>Types of Services</u>	IV-1
2.	<u>Billing and Rates</u>	IV-1
	2.1 <u>Rates and Charges</u>	IV-1
	2.2 <u>Billing</u>	IV-1
	2.3 <u>Usage Measurement</u>	IV-1
3.	<u>Transport and Termination of Traffic</u>	IV-1
	3.1 <u>Traffic to be Exchanged</u>	IV-1
	3.2 <u>Compensation For Exchange Of Traffic</u>	IV-1
	3.3 <u>Tandem Switching Traffic (Transiting)</u>	IV-2
	3.4 <u>Inter-Tandem Switching</u>	IV-3
4.	<u>Direct Network Interconnection</u>	IV-3
	4.1 <u>Network Interconnection Architecture</u>	IV-3
	4.2 <u>Compensation</u>	IV-3
	4.3 <u>Trunking Requirements</u>	IV-4
	4.4 <u>Trunk Forecasting</u>	IV-6
	4.5 <u>Trunk Facility Underutilization</u>	IV-6
	4.6 <u>Network Redesigns Initiated by GTE</u>	IV-6
	4.7 <u>Interconnection Calling and Called Scopes for Tandem Interconnection and End Office Interconnection</u>	IV-6

5.	<u>Indirect Network Interconnection</u>	IV-7
6.	<u>Number Resources</u>	IV-7
	6.1 <u>Number Assignment</u>	IV-7
	6.2 <u>Blocks of 100 Numbers Assignment</u>	IV-7
	6.3 <u>Rate Centers</u>	IV-7
	6.4 <u>Routing Points</u>	IV-8
	6.5 <u>Code and Numbers Administration</u>	IV-8
	6.6 <u>Programming Switches</u>	IV-8
	6.7 <u>Wireless Number Portability</u>	IV-8
	6.8 <u>Local Number Portability ("LNP")</u>	IV-8
7.	<u>Meet-Point Billing (MPB)</u>	IV-8
	7.1 <u>Meet-Point Arrangements</u>	IV-8
	7.2 <u>Compensation</u>	IV-9
8.	<u>Common Channel Signaling</u>	IV-9
	8.1 <u>Service Description</u>	IV-9
	8.2 <u>Signaling Parameters</u>	IV-9
	8.3 <u>Privacy Indicators</u>	IV-9
	8.4 <u>Connection Through STP</u>	IV-9
	8.5 <u>Third Party Signaling Providers</u>	IV-9
	8.6 <u>Multi-Frequency Signaling</u>	IV-10
9.	<u>Network Outages</u>	IV-10
10.	<u>Fixed Wireless Service</u>	IV-10
11.	<u>Transition and Implementation</u>	IV-10
12.	<u>Bona Fide Request Process</u>	IV-10
	12.1 <u>Intent</u>	IV-10
	12.2 <u>Process</u>	IV-10

ARTICLE V

	<u>ADDITIONAL SERVICES AND COORDINATED SERVICE ARRANGEMENTS</u>	V-1
1.	<u>Misdirected Calls</u>	V-1
2.	<u>Wireless 911/E911 Arrangements</u>	V-1
	2.1 <u>Basic 911</u>	V-1
	2.2 <u>Transport</u>	V-1
	2.3 <u>Enhanced 911 (E911)</u>	V-1
3.	<u>Fixed Wireless 911/E-911 Arrangements</u>	V-1
	3.1 <u>Description of Service</u>	V-1
	3.2 <u>Transport</u>	V-2
	3.3 <u>Cooperation and Level of Performance</u>	V-2
	3.4 <u>Basic 911 and E-911 General Requirements</u>	V-2
	3.5 <u>Compensation</u>	V-6
	3.6 <u>Liability</u>	V-7
4.	<u>Information Services Traffic</u>	V-7
	4.1 <u>Routing</u>	V-7
	4.2 <u>Recording</u>	V-7
	4.3 <u>Rating</u>	V-7
	4.4 <u>Billing and Collection</u>	V-7
	4.5 <u>Blocking</u>	V-7
5.	<u>Dialing Format Changes</u>	V-7
6.	<u>Directory Assistance (DA) and Operator Services</u>	V-7

7. Directory Listings and Directory Distributions V-8
 7.1 Listings V-8
 7.2 Distribution V-8

APPENDIX A
RATES AND CHARGES FOR
TRANSPORT AND TERMINATION OF TRAFFIC A-1

APPENDIX B
RATES AND CHARGES FOR 911/E-911 ARRANGEMENTS B-1

This Interconnection Agreement (the "Agreement"), is entered into by and between GTE North Incorporated, with its address for purposes of this Agreement at 600 Hidden Ridge Drive, Irving, Texas 75038 ("GTE"), and AT&T Wireless Services, Inc., on behalf of its wireless operating affiliates and in its capacity as a provider of two-way wireless service ("AWS"), with its address for this Agreement at 7277 164th Avenue NE, Redmond, Washington 98052 (GTE and AWS being referred to collectively as the "Parties" and individually as a "Party"). This Agreement covers Services in the State of Pennsylvania only (the "State").

WHEREAS, interconnection between Local Providers is necessary and desirable for the mutual exchange and termination of traffic originating on each Local Provider's network; and

WHEREAS, the Parties desire to exchange such traffic and related signaling in a technically and economically efficient manner at defined and mutually agreed upon interconnection points; and

WHEREAS, the Parties wish to enter into an agreement to interconnect their respective telecommunications networks on terms that are fair and equitable to both Parties; and

WHEREAS, Section 251 of the Telecommunications Act of 1996 (the "Act") imposes specific obligations on LECs with respect to the interconnection of their networks and physical collocation of equipment in LEC premises; and

WHEREAS, GTE is entering, under protest, into certain aspects of this Agreement that incorporate adverse results from the arbitrated agreements approved by the Commission in this state and is doing so in order to avoid the expense of arbitration while at the same time preserving its legal positions, rights and remedies;

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, GTE and AWS hereby covenant and agree as follows:

ARTICLE I
SCOPE AND INTENT OF AGREEMENT

Pursuant to this Agreement, the Parties will extend certain arrangements to one another within each area in which they both operate within the State for purposes of interconnection and the exchange of traffic between their respective end-user customers. This Agreement also governs the collocation of certain equipment of AWS in the premises of GTE. This Agreement is an integrated package that reflects a balancing of interests critical to the Parties. This Agreement will be submitted to the Pennsylvania Public Utility Commission (the "Commission") for approval. The Parties agree that their entrance into this Agreement is without prejudice to and does not waive any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements and/or matters related to GTE's cost recovery covered in this Agreement.

The Services and facilities to be provided to AWS by GTE in satisfaction of this Agreement may be provided pursuant to GTE tariffs and then current practices. Should such Services and facilities be modified by tariff or by order, including any modifications resulting from other Commission proceedings, federal court review or other judicial action, and unless otherwise specified herein, such modifications will be deemed to automatically supersede any rates and terms and conditions of this Agreement. The Parties shall cooperate with one another for the purpose of incorporating required modifications into this Agreement.

GTE's execution of this Agreement is not a concession or waiver in any manner concerning its position that certain of the rates, terms and conditions contained herein are unlawful, illegal and improper.

ARTICLE II
DEFINITIONS

1. General Definitions. Except as otherwise specified herein, the following definitions shall apply to all Articles and Appendices contained in this Agreement. Additional definitions that are specific to the matters covered in a particular Article may appear in that Article. To the extent that there may be any conflict between a definition set forth in this Article II and any definition in a specific Article or Appendix, the definition set forth in the specific Article or Appendix shall control with respect to that Article or Appendix.
 - 1.1 Act - the Communications Act of 1934, as amended, 47 USC §151, *et. seq.*
 - 1.2 Affiliate - a Person, corporation or other legal entity that, directly or indirectly, owns or controls a Party, or is owned or controlled by, or is under common ownership or control with a Party.
 - 1.3 Answer Supervision - an off-hook supervisory signal.
 - 1.4 Applicable Law - all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, and approvals of any governmental authority, which apply or relate to the subject matter of this Agreement.
 - 1.5 Automated Message Accounting (AMA) - the structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Bellcore as GR-1100-CORE which defines the industry standard for message recording.
 - 1.6 Automatic Number Identification (ANI) - the number transmitted through the network identifying the calling party.
 - 1.7 Auxiliary Connection - a line-side connection to a GTE End Office used by AWS for access to Services provided by GTE pursuant to the GTE general exchange tariff, including, but not limited to; basic 911, operator Services, and directory assistance.
 - 1.8 AWS Traffic - traffic originated by a two-way wireless end user customer and routed by AWS as part of a wireless service of AWS.
 - 1.9 Bellcore - see Telcordia Technologies.
 - 1.10 Business Day - Monday through Friday, except for holidays on which the U.S. mail is not delivered.
 - 1.11 Central Office Switch or Central Office or CO - a switch used to provide Telecommunications Services including (1) End Office Switches, (2) Tandem Office Switches and (3) Mobile Switching Centers (MSCs). Central Office Switches may be employed as combination End Office/Tandem Office Switches (combination Class 5/Class 4). Central Offices are the homing or Routing Points for traffic to end users identified by numbers drawn from certain NPA/NXX designations, as stated in the LERG.
 - 1.12 Centralized Message Distribution System (CMDS) - the billing record and clearing house transport system that the Regional Bell Operating Companies ("RBOCs") and other incumbent LECs use to efficiently exchange out collects and in collects as well as Carrier Access Billing System ("CABS") records.
 - 1.13 CLLI Codes - Common Language Location Identifier Codes.
 - 1.14 Commercial Mobile Radio Service (CMRS) Carrier - a provider of CMRS pursuant to 47 U.S.C. §20.3 as interpreted by the FCC and the federal courts.
 - 1.15 Commercial Mobile Radio Services (CMRS) - has the meaning given such term in 47 C.F.R. §20.3.
 - 1.16 Commission - the Public Utilities/Public Service Commission of the state in which this agreement is filed.
 - 1.17 Common Channel Signaling (CCS) - a high-speed specialized packet-switched communications network that is separate (out-of-band) from the public packet-switched and message networks. CCS carries addressed signaling messages for individual trunk circuits and/or database-related services between Signaling Points in the CCS network using SS7 signaling protocol.

- 1.18 Competitive Local Exchange Carrier (CLEC) - any company or Person authorized to provide local exchange services in competition with an ILEC.
- 1.19 Compliance - (when used in Article III, Section 47) environmental and safety laws and regulations are based upon a federal regulatory framework, with certain responsibilities delegated to the States. An environmental/safety compliance program may include review of Applicable Laws/regulations, development of written procedures, training of employees and auditing.
- 1.20 Conversation Time - the time that both Parties' equipment is used for a completed call, measured from the receipt of Answer Supervision to the receipt of Disconnect Supervision.
- 1.21 Currently Available - existing as part of GTE's network at the time of the requested order for Service. Currently Available does not include any Service, feature, function or capability that GTE either does not provide to itself or to its own end users, or does not have the capability to provide.
- 1.22 Disconnect Supervision - an on-hook supervisory signal end at the completion of a call.
- 1.23 DS-1 - a Service carried at digital signal rate of 1.544 Mbps.
- 1.24 DS-3 - a Service carried at digital signal rate of 44.736 Mbps.
- 1.25 Electronic File Transfer - a system or process which utilizes an electronic format and protocol to send/receive data files.
- 1.26 E-911 Service - a method of routing 911 calls to a Public Service Answering Point that uses a customer location database to determine the location to which a call should be routed.
- 1.27 End Office - a LEC switching system where customer station loops are terminated for purposes of interconnection to each other and to trunks.
- 1.28 End Office Switches - Class 5 switches from which end user Exchange services are directly connected and offered.
- 1.29 ESP/ISP Traffic - traffic bound to any enhanced service provider or internet service provider as such traffic is referred to in CC Dockets 96-98 and 99-68. For purposes of compensation between the Parties, ESP/ISP Traffic is not Local Traffic.
- 1.30 Exchange Access - a service provided pursuant to an access tariff of GTE or another Local Provider.
- 1.31 Exchange Message Record (EMR) - an industry standard record used to exchange telecommunications message information among carriers for billable, non-billable, sample, settlement and study data. EMR format is defined in BR-010-200-010 CRIS Exchange Message Record, published by Bellcore.
- 1.32 Exchange Service - all basic access line services, or any other services offered to end users which provide end users with a telephonic connection to, and a unique telephone number address on, the Public Switched Telecommunications Network (PSTN), and which enable such end users to place or receive calls to all other stations on the PSTN.
- 1.33 Expanded Interconnection Service (EIS) - a service that provides interconnecting carriers with the capability to terminate basic fiber optic transmission facilities, including optical terminating equipment and multiplexers, at GTE's Wire Centers and Tandems and interconnect those facilities with the facilities of GTE. Microwave is available on a case-by-case basis where feasible.
- 1.34 Facility - (as used in Article III, Section 47) all buildings, equipment, structures and other items located on a single site or contiguous or adjacent sites owned or operated by the same Persons or Person. Where used non-capitalized elsewhere in this Agreement the term shall have its common industry meaning.
- 1.35 FCC - the Federal Communications Commission.
- 1.36 Fixed Wireless Service - a service using a radio link instead of a physical landline loop between the end user's premises and the local switch. This service is provided by AWS pursuant to its CMRS license.

- 1.37 Generator - (when used in Article III, Section 47) under the Resource Conservation Recovery Act (RCRA), the Person whose act produces a hazardous waste (40 CFR 261) or whose act first causes a hazardous waste to become subject to regulation. The generator is legally responsible for the proper management and disposal of hazardous wastes in accordance with regulations.
- 1.38 GTOC - GTE Telephone Operating Company.
- 1.39 GTE Traffic - traffic originated by a GTE end user customer and routed by GTE as part of a GTE retail service offering including, but not limited to, local service, EAS, and intraLATA toll service. GTE Traffic does not include traffic originated by a GTE end user customer that is subsequently routed by another carrier, such as an IXC, as part of a service provided by that other carrier to the GTE end user customer.
- 1.40 Hazardous Chemical - (when used in Article III, Section 47) as defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200).
- 1.41 Hazardous Waste - (when used in Article III, Section 47) as described in Resource Conservation Recovery Act (RCRA).
- 1.42 Imminent Danger - (when used in Article III, Section 47) any conditions or practices at a Facility which are such that a danger exists which could reasonably be expected to cause death or serious harm or significant damage to the environment or natural resources.
- 1.43 Incumbent Local Exchange Carrier (ILEC) - any local exchange carrier that was as of February 8, 1996, deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. §69.601(b) of the FCC's regulations.
- 1.44 Interconnection Facility - also Internetwork Facilities - the physical connection of separate pieces of equipment, transmission facilities, etc., within, between and among networks, for the transmission and routing of Exchange Service and Exchange Access.
- 1.45 Interexchange Carrier (IXC) - a Telecommunications Service provider authorized by the FCC to provide interstate long distance communications services between LATAs and authorized by the State to provide inter- and/or intraLATA long distance communications services within the State.
- 1.46 Interconnection Services or "Services" - the Services provided under Article IV of this Agreement.
- 1.47 ISDN User Part (ISUP) - a part of the SS7 protocol that defines call setup messages and call takedown messages.
- 1.48 Line Information Data Base (LIDB) - one or all, as the context may require, of the Line Information databases owned individually by GTE and other entities which provide, among other things, calling card validation functionality for telephone line number cards issued by GTE and other entities. A LIDB also contains validation data for collect and third number-billed calls; i.e., Billed Number Screening.
- 1.49 Local Access and Transport Area (LATA) - a geographic area for the provision and administration of communications service; i.e., intraLATA or interLATA.
- 1.50 Local Exchange Carrier (LEC) - any company certified by the Commission to provide local exchange Telecommunications Services.
- 1.51 Local Exchange Routing Guide (LERG) - the Bellcore reference customarily used to identify NPA-NXX routing and homing information, as well as network element and equipment designation.
- 1.52 Local Provider - is used in this Agreement as a generic reference to any provider of local services, i.e., ILECs, CLECs, CMRS Carriers. This includes the Parties to this Agreement.
- 1.53 Local Traffic - for purposes of compensation between the Parties, the following is Local Traffic:
- (a) GTE Traffic that is originated by a GTE end user customer and terminated to an AWS two-way wireless end user customer located within the same MTA.
 - (b) AWS Traffic that is originated by an end user customer of AWS and terminated to a GTE end user customer located within the same MTA.

- 1.54 Major Trading Area (MTA) - a geographic area used by the FCC as described in 47 C.F.R. §24.202 of the rules and regulations of the FCC defining Broadband PCS service areas, which areas are based on the Rand McNally 1992 Commercial Atlas & Marketing Guide, 123rd Edition, at pages 38-39.
- 1.55 Main Distribution Frame (MDF) - the distribution frame used to interconnect cable pairs and line trunk equipment terminating on a switching system.
- 1.56 Meet-Point Billing (MPB) - refers to an arrangement whereby two Local Providers jointly provide the transport element of a Switched Access Service to one of the Local Provider's End Office Switches, with each Local Provider receiving an appropriate share of the transport element revenues.
- 1.57 Mid-Span Fiber Meet - an interconnection architecture whereby the two Local Providers' fiber transmission facilities meet at a mutually agreed-upon POI.
- 1.58 Mobile Switching Center (MSC) - AWS's facilities and related equipment used to route and switch wireless calls.
- 1.59 Multiple Exchange Carrier Access Billing (MECAB) - refers to the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee ("CLC") of the Alliance for Telecommunications Industry Solutions ("ATIS"). The MECAB document, published by Telcordia Technologies as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECs, or by one LEC in two or more states within a single LATA.
- 1.60 Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface (MECOD) - a document developed by the Ordering/Provisioning Committee under the auspices of the ("OBF"). The MECOD document, published by Telcordia Technologies as Special Report SR-STS-002643, establish method for processing orders for access service which is to be provided by two or more LECs.
- 1.61 North American Numbering Plan (NANP) - the system of telephone numbering employed in the United States, Guam, Northern Mariana Islands, Canada, and Caribbean countries that employ NPA 809.
- 1.62 Numbering Plan Area (NPA) - also sometimes referred to as an area code, is the three digit indicator which is defined by the "A", "B", and "C" digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code" is typically associated with a specialized Telecommunications Service which may be provided across multiple geographic NPA areas. 800, 900, 700, and 888 are examples of Non-Geographic NPAs.
- 1.63 NXX, NXX Code, Central Office Code or CO Code - the three digit switch entity indicator which is defined by the "D", "E", and "F" digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.
- 1.64 Owner and Operator - (when used in Article III, Section 47) as used in OSHA regulations, owner is the legal entity, including a lessee, which exercises control over management and record keeping functions relating to a building or Facility. As used in the Resource Conservation and Recovery Act (RCRA), operator means the Person responsible for the overall (or part of the) operations of a Facility.
- 1.65 Person - shall mean any individual, partnership, corporation, company, limited liability company, association, or any other legal entity authorized to transact business in any state in the United States.
- 1.66 Point of Interconnection/Point of Interface (POI) - the physical point on the network where the two Parties interconnect. The POI is the demarcation point between ownership of the transmission facility between the Parties. This point establishes the technical interface, the test point(s) and the point(s) for operational division of responsibility.
- 1.67 Rate Center - the specific geographic point and corresponding geographic area that are associated with one or more particular NPA-NXX Codes that have been assigned to a LEC for its provision of Exchange Services. The geographic point is identified by a specific Vertical and Horizontal (V&H) coordinate that is used to calculate distance-sensitive end user traffic to/from the particular NPA-NXXs associated with the specific Rate Center. The Rate Center must be in the same LATA as the associated NPA-NXX.

- 1.68 Rating Point - the Vertical and Horizontal ("V&H") coordinates associated with a particular NPA-NXX for rating purposes. The Rating Point need not be in the same location as the switching entity where a telephone number is homed or routed pursuant to the LERG.
- 1.69 Routing Point - a location that a telecommunications carrier has designated as the homing (routing) point for inbound traffic. The Routing Point is also used by GTE to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access Services. The Routing Point need not be the same as the Rating Point, nor must it be located within the Rate Center area. The Routing Point must be in the same LATA as the Rating Point of the associated NPA-NXX.
- 1.70 Service Control Point (SCP) - the node in the signaling network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from the SSP, performs subscriber or application-specific service logic, and then sends instructions back to the SSP on how to continue call processing.
- 1.71 Service Switching Point (SSP) - an SP that can launch queries to databases and receive/interpret responses used to provide specific customer services.
- 1.72 Signaling Point (SP) - a node in the CCS network that originates and/or receives signaling messages, or transfers signaling messages from one signaling link to another, or both.
- 1.73 Signaling System 7 (SS7) - the signaling protocol, Version 7, of the CCS network, based upon American National Standards Institute ("ANSI") standards.
- 1.74 Signal Transfer Point (STP) - a packet switch in the CCS network that is used to route signaling messages among SSPs, SCPs and other STPs in order to set up calls and to query databases for advanced services. GTE's network includes mated pairs of local and regional STPs. STPs are provided in pairs for redundancy. GTE STPs conform to ANSI T1.111-8 standards.
- 1.75 Subsidiary - a corporation or other legal entity that is majority owned by a Party.
- 1.76 Switch Share Market - a licensed CMRS Carrier that has contracted with AWS to use an AWS MSC for its switching functions.
- 1.77 Switched Access Service - the offering of facilities for the purpose of the origination or termination of traffic to or from Exchange Service customers in a given area pursuant to a switched access tariff. Switched Access Services include: Feature Group A, Feature Group B, Feature Group C, Feature Group D, 8YY access and 900 access services.
- 1.78 Synchronous Optical Network (SONET) - synchronous electrical ("STS") or optical channel ("OC") connections between Local Providers.
- 1.79 Tandem - a LEC switching system that provides traffic concentration and distribution functions for traffic originating from or terminating to End Offices subtending that Tandem.
- 1.80 Telcordia Technologies - an organization, previously known as Bellcore, owned by Scientific Applications International Corp. (SAIC). The organization conducts research and development projects for its owners, including development of new Telecommunications Services. The organization also provides certain centralized technical and management services for the regional holding companies and also provides generic requirements for the telecommunications industry for products, services and technologies.
- 1.81 Telecommunications Services - the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.
- 1.82 Third Party Contamination - (when used in Article III, Section 47) environmental pollution that is not generated by either Party but results from off-site activities impacting a Facility.
- 1.83 Trunk Group - a dedicated aggregate telephone circuit connecting two switching centers, Central Offices or data concentration devices.
- 1.84 Vertical Features (including CLASS Features) - vertical services and switch functionalities provided by GTE, including but not limited to: Automatic Call Back; Automatic Recall; Call Forwarding Busy Line/Don't Answer; Call Forwarding Don't Answer; Call Forwarding Variable; Call Forwarding - Busy Line; Call Trace;

Call Waiting; Call Number Delivery Blocking Per Call; Calling Number Blocking Per Line; Cancel Call Waiting; Distinctive Ringing/Call Waiting; Incoming Call Line Identification Delivery; Selective Call Forward; Selective Call Rejection; Speed Calling; and Three Way Calling/Call Transfer.

- 1.85 Wire Center - a building or space within a building that serves as an aggregation point on a Party's network, where transmission facilities and circuits are connected or switched. "Wire center" can also denote a building in which one or more Central Offices, used for the provision of Exchange Services and Access Services, are located.

ARTICLE III
GENERAL PROVISIONS

1. Scope of General Provisions. Except as may otherwise be set forth in a particular Article or Appendix of this Agreement, in which case the provisions of such Article or Appendix shall control, these General Provisions apply to all Articles and Appendices of this Agreement.
2. Term and Termination.
 - 2.1 Term. Subject to the termination provisions contained in this Agreement, the term of this Agreement shall be from the Effective Date of this Agreement until June 30, 2001 and shall continue in effect for consecutive six (6) month terms unless either Party gives the other Party at least ninety (90) calendar days written notice of termination, which termination shall be effective at the end of the then-current term ("Termination Date"). In the event notice is given less than ninety (90) calendar days prior to the end of the current term, this Agreement shall remain in effect for ninety (90) calendar days after such notice is received, provided, that in no case shall the Termination Date be extended beyond ninety (90) calendar days after the end of the current term.
 - 2.2 Post-Termination Arrangements. Except in the case of termination as a result of either Party's Default, under Section 2.3 below, for Service arrangements made available under this Agreement and existing at the time of termination, those arrangements may continue:
 - (a) As if under this Agreement, if either Party has requested negotiations for a new agreement pursuant to Sections 251 and 252 of the Act, (i) until this Agreement has been replaced by a new agreement, or (ii) for up to one hundred eighty (180) calendar days following the Termination Date, whichever is earlier.
 - (b) If this Agreement is not continued pursuant to subsection (a) preceding, then existing Service arrangements may continue without interruption under (i) a new agreement voluntarily executed by the Parties; (ii) standard terms and conditions approved and made generally effective by the Commission, if any; (iii) tariff terms and conditions made generally available to all Local Providers; or (iv) any rights under Section 252(i) of the Act.
 - 2.3 Termination Upon Default. Either Party may terminate this Agreement in whole or in part in the event of a Default, defined below, by the other Party; *provided however*, that the non-defaulting Party notifies the defaulting Party in writing of the alleged Default and that the defaulting Party does not cure the alleged Default within sixty (60) calendar days of receipt of written notice thereof. "Default" is defined to include:
 - (a) A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or
 - (b) A Party's refusal or failure in any material respect properly to perform its obligations under this Agreement, or the violation of any of the material terms or conditions of this Agreement.
 - 2.4 Termination Upon Sale. Notwithstanding anything to the contrary contained herein, a Party may terminate this Agreement as to a specific operating area or portion thereof of such Party if such Party sells or otherwise transfers the area or portion thereof. The selling or transferring Party shall provide the other Party with at least ninety (90) calendar days' prior written notice of such termination, which shall be effective on the date specified in the notice. For the purposes of Termination Upon Sale, the date specified in the notice will be the Termination Date. Notwithstanding termination of this Agreement as to a specific operating area, this Agreement shall remain in full force and effect in the remaining operating areas.
 - 2.5 Liability upon Termination. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination.
3. Additional Services. To the extent required by the Act or the FCC's rules, upon request by AWS, GTE will negotiate in good faith concerning the provision of additional Services including, but not limited to, unbundled network elements ("UNEs"), arrangements for the collocation of equipment and access to poles, ducts, conduits and rights of way.

4. Agency. Neither Party is authorized to act as an agent for, or legal representative of, the other Party, nor has authority to assume or create any obligation on behalf of, in the name of, or that shall be binding upon, the other Party.
5. Amendments. Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "this Agreement" shall include future amendments, modifications, and supplements.
6. Assignment. Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party shall be void, except that either Party may assign all of its rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is, or that was immediately preceding such assignment, a Subsidiary or Affiliate of that Party without consent, but with written notification. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party.
7. Authority. Each Person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement. Each Party represents he or she has had the opportunity to consult with legal counsel of his or her choosing and neither Party has relied on the other Party's counsel, pursuant to this Agreement.
8. Deposits. GTE may charge AWS and AWS will pay GTE a deposit before GTE is required to perform under this agreement if AWS has not established a good payment history with GTE. Such deposit will be calculated based on GTE's estimated two-month charges to AWS. Interest will be paid on the deposit in accordance with state requirements for end user deposits. Because AWS has established good payment history, as of the date of execution of this Agreement GTE does not require a deposit from AWS.
9. Billing and Payment. Except as provided elsewhere in this Agreement and, where applicable in conformance with MECAB and MECOD for access billing to IXCs, AWS and GTE agree to exchange all information to accurately, reliably, and properly order and bill for features, functions and Services rendered under this Agreement.
 - 9.1 Bills. Except as may otherwise be provided in this Agreement, each Party shall submit on a monthly basis a statement, itemized by category, of charges incurred by the other Party during the preceding month(s) for Services rendered hereunder. Payment of billed amounts under this Agreement, whether billed on a monthly basis or as otherwise provided herein, shall be due, in immediately available U.S. funds, within thirty (30) days of the date of such statement.
 - 9.2 Backbilling/credit. Backbilling for all Services provided pursuant to this Agreement may be billed for up to twelve (12) months after the date Service was furnished, provided that notification of a billing problem with respect to such Services is provided. Either Party will credit the other for any overbilling that occurs up to twelve (12) months prior to the date in which the Services pursuant to this Agreement were billed or backbilled.
 - 9.3 Billing Disputes
 - 9.3.1 Although it is the intent of both Parties to submit timely and accurate statements of charges as stated within Section 9.1 preceding, failure by either Party to present statement(s) to the other Party in a timely manner but no greater than six (6) months from the actual date of Service, shall not constitute a breach of default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement. The billed Party shall not be entitled to dispute the billing Party's statement(s) based on such Party's failure to submit them in a timely fashion if those statements comply with this Section 9.3.1
 - 9.3.2 The Parties agree that all bill statements, including bills disputed in whole or in part, are to be paid when due. If one Party disputes a billing statement issued by the other Party, the billed Party shall notify the billing Party in writing regarding the nature and the basis of the dispute within six (6) months of the statement date or the dispute shall be waived.
 - 9.3.3 Either Party may request the other Party to verify the accuracy of amounts shown on the billing statements provided pursuant to this Agreement. The Party receiving the request shall provide information reasonably sufficient to verify its statements within thirty (30) days after the request. In the event one Party requests billing data for three (3) consecutive months or for four (4) months within a six (6) month period, the requesting Party will then initiate the audit provisions specified in Section 9.5 of this Agreement.

- 9.3.4 If the individuals who are responsible for the day to day aspects of billing within either Party are unable to resolve the documented billing dispute within sixty (60) days of notification, the Parties may invoke the Dispute Resolution provisions of this Article III, Section 16 to resolve their dispute.
- 9.4 Late Payment Charge. If any undisputed amount due on the billing statement is not received by the billing Party on the payment due date, the billing Party may charge, and the billed Party agrees to pay, at the option of the billing Party, interest on the past due balance at a rate equal to the lesser of the interest rate set forth in the applicable GTE state tariff, one and one-half percent (1½%) per month or the maximum nonusurious rate of interest under Applicable Law. Late payment charges shall be included on the next statement.
- 9.5 Audits. Either Party may conduct an audit of the other Party's books and records pertaining to the Services provided under this Agreement, no more frequently than once per twelve (12) month period, to evaluate the other Party's accuracy of billing, data and invoicing in accordance with this Agreement. Any audit shall be performed as follows: (i) following at least thirty (30) Business Days' prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations; and (vi) in compliance with the audited Party's security rules. Audit findings may be applied retroactively for no more than twelve (12) months from the date the audit began, such date being the earlier of the date of an audit opening meeting or the date on which the first request for information is received by the audited Party.
10. Binding Effect. This Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.
11. Capacity Planning and Forecasting. In light of the existing interconnection relationship between the Parties under Sections 251/252 of the Act, the Parties agree to meet from time to time to develop joint planning and forecasting responsibilities which are applicable to Interconnection Services. Either Party may delay processing of service orders should that Party request a meeting as specified in this Section and the other Party refuses to participate or unreasonably delays the meeting. Such responsibilities shall include but are not limited to the following:
- 11.1 The Parties will establish periodic reviews of network and technology plans and will use their best efforts to notify one another no later than six (6) months in advance of changes that would impact either Party's provision of Services.
- 11.2 The Parties will furnish to each other information that provides for annual forecasts of order activity, in-service quantity forecasts, and facility/demand forecasts.
- 11.3 The Parties will develop joint forecasting responsibilities for traffic utilization over Trunk Groups and yearly forecasted trunk quantities as set forth in Article IV, Section 4.4.
- 11.4 AWS shall notify GTE promptly of changes greater than ten percent (10%) to current forecasts (increase or decrease) that generate a shift in the demand curve for the following forecasting period.
12. Compliance with Laws and Regulations. Each Party shall comply with Applicable Laws.
13. Confidential Information.
- 13.1 Identification. Either Party may disclose to the other proprietary or confidential customer, technical, or business information in written, graphic, oral or other tangible or intangible forms ("Confidential Information"). In order for information to be considered Confidential Information under this Agreement, it must be marked "Confidential" or "Proprietary," or bear a marking of similar import. Orally or visually disclosed information shall be deemed Confidential Information only if contemporaneously identified as such and reduced to writing and delivered to the other Party with a statement or marking of confidentiality within thirty (30) calendar days after oral or visual disclosure.
- Notwithstanding the foregoing, preorders and all orders for Services placed by AWS pursuant to this Agreement, and information that would constitute customer proprietary network information of AWS end user customers pursuant to the Act and the rules and regulations of the FCC, as well as recorded usage information with respect to AWS end users, whether disclosed by AWS to GTE or otherwise acquired by GTE in the course of its performance under this Agreement, shall be deemed Confidential Information of AWS for all purposes under this Agreement whether or not specifically marked or designated as confidential or proprietary.

- 13.2 Handling. In order to protect such Confidential Information from improper disclosure, each Party agrees:
- (a) That all Confidential Information shall be and shall remain the exclusive property of the Party that disclosed the Confidential Information (“Source”);
 - (b) To limit access to such Confidential Information to authorized employees who have a need to know the Confidential Information for performance of this Agreement;
 - (c) To keep such Confidential Information confidential and to use the same level of care to prevent disclosure or unauthorized use of the received Confidential Information as it exercises in protecting its own Confidential Information of a similar nature;
 - (d) Not to copy, publish, or disclose such Confidential Information to others or authorize anyone else to copy, publish, or disclose such Confidential Information to others without the prior written approval of the Source;
 - (e) To return promptly any and all copies of such Confidential Information to the Source at its request; and
 - (f) To use such Confidential Information only for purposes of fulfilling work or Services performed hereunder and for other purposes only upon such terms as may be agreed upon between the Parties in writing.
- 13.3 Exceptions. These obligations shall not apply to any Confidential Information that was legally in the recipient’s possession prior to receipt from the Source, was received in good faith from a third party not subject to a confidential obligation to the Source, now is or later becomes publicly known through no breach of confidential obligation by the recipient, was developed by the recipient without the developing Persons having access to any of the Confidential Information received in confidence from the Source, or that is required to be disclosed pursuant to subpoena or other process issued by a court or administrative agency having appropriate jurisdiction, provided, however, that the recipient shall give prior notice to the Source and shall reasonably cooperate if the Source deems it necessary to seek protective arrangements.
- 13.4 Survival. The obligation of confidentiality and use with respect to Confidential Information disclosed by one Party to the other shall survive any termination of this Agreement for a period of three (3) years from the date of the initial disclosure of the Confidential Information.
14. Fraud. Each Party assumes responsibility for all fraud associated with its end user customers and accounts. Neither Party shall bear responsibility for, nor is required to investigate or make adjustments to the other Party’s account in cases of fraud.
15. Reimbursement of Expenses. In performing under this Agreement GTE may be required to make expenditures or otherwise incur costs that are not otherwise reimbursed under this Agreement. In such event GTE may seek reimbursement from AWS for all such costs. For all such costs and expenses to which GTE is entitled, GTE shall receive through non-recurring charges (“NRCs”) the actual costs and expenses incurred, including labor costs and expenses, overhead and fixed charges, and may include a reasonable contribution to GTE’s common costs. AWS may dispute GTE’s claim for reimbursement, or the amount of the claim, and may withhold payment of such claim pending its resolution through the Dispute Resolution provisions of this Agreement or as agreed by the Parties. Upon resolution of the dispute in favor of GTE, AWS shall tender to GTE payment of the disputed amount, plus interest calculated from the date on which payment was originally requested and consistent with Section 9.4 of this Article III. Pending resolution of such dispute, GTE shall not delay implementation or otherwise fail to comply with the legal requirements on which the claim for reimbursement is based.
16. Dispute Resolution.
- 16.1 Alternative to Litigation. Except as provided under Section 252 of the Act with respect to the approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, including any injunctive relief sought for the protection of Confidential Information, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedures as the sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

- 16.2 Negotiations. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.
- 16.3 Arbitration. If the negotiations do not resolve the dispute within sixty (60) calendar days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association except that the Parties may select an arbitrator outside American Arbitration Association rules upon mutual agreement. A Party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this Section. Each Party may submit in writing to a Party, and that Party shall so respond to, a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each Party is also entitled to take the oral deposition of one individual of the other Party. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within sixty (60) calendar days of the demand for arbitration. The arbitration shall be held in a mutually agreeable city or in the State capitol. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) calendar days after the close of hearings. The times specified in this Section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.
- 16.4 Expedited Arbitration Procedures. If the issue to be resolved through the negotiations referenced in Section 16.2 directly and materially affects Service to either Party's end user customers, then the period of resolution of the dispute through negotiations before the dispute is to be submitted to binding arbitration shall be five (5) Business Days, provided that the written request for negotiation under Section 16.2 states that the dispute shall be subject to expedited arbitration procedures. Once such a Service affecting dispute is submitted to arbitration, the arbitration shall be conducted pursuant to the expedited procedures rules of the Commercial Arbitration Rules of the American Arbitration Association (i.e., rules 53 through 57).
- 16.5 Costs. Each Party shall bear its own costs of these procedures, including the costs of responding to reasonable discovery. If the arbitrator finds that a Party's discovery requests require the responding Party to undertake unreasonable or unnecessarily burdensome efforts or expense, the Party seeking discovery shall reimburse the responding Party the costs of production of documents in response to such requests (including search time and reproduction costs). The Parties shall equally split the fees of the arbitration and the arbitrator.
- 16.6 Continuous Service. The Parties shall continue providing Services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their obligations, including making payments, in accordance with this Agreement.
17. Entire Agreement. This Agreement constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
18. Expenses. Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.
19. Force Majeure. In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts,

unavailability of equipment from vendor, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); *provided however*, that the Party so affected shall use diligent efforts to mitigate, avoid or remove such causes of nonperformance and both Parties shall proceed whenever such causes are removed or cease.

20. Good Faith Performance. In the performance of their obligations under this Agreement, the Parties shall act in good faith. In situations in which notice, consent, approval or similar action by a Party is permitted or required by any provision of this Agreement, such action shall not be unreasonably delayed, withheld or conditioned. In the performance of their obligations under this Agreement, the Parties shall act in good faith.
21. Governing Law. This Agreement shall be governed by and construed in accordance with the Act, and all Applicable Law, including domestic laws of the state where the Services are provided or the facilities reside and shall be subject to the exclusive jurisdiction of the courts therein.
22. Standard Practices. The Parties acknowledge that either Party may be adopting some industry standard approaches and or establishing its own standard approaches to various requirements hereunder applicable. The Parties agree that either may implement such approaches to satisfy any obligations under this Agreement to the extent that those approaches are not inconsistent with this Agreement.
23. Headings. The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.
24. Independent Contractor Relationship. The Persons who implement this Agreement on behalf of each Party shall be solely that Party's employees or contractors and shall be under the sole and exclusive direction and control of that Party. They shall not be considered employees or contractors of the other Party for any purpose. Each Party shall remain an independent contractor with respect to the other and shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions and payment of wages. Each Party shall also be responsible for payment of taxes, including federal, state and municipal taxes, chargeable or assessed with respect to its employees, such as Social Security, unemployment, workers' compensation, disability insurance, and federal and state withholding. Each Party shall indemnify the other for any loss, damage, liability, claim, demand, or penalty that may be sustained by reason of its failure to comply with this provision.
25. Liability and Indemnity.
 - 25.1 Indemnification. Subject to the limitations set forth in Section 25.4 of this Article III, each Party agrees to release, indemnify, defend, and hold harmless the other Party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, whether suffered, made, instituted, or asserted by any other party or Person, for invasion of privacy, personal injury to or death of any Person or Persons, or for losses, damages, or destruction of property, whether or not owned by others, proximately caused by the indemnifying Party's negligence or willful misconduct, regardless of form of action. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party or any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.
 - 25.2 End User and Content-Related Claims. The Indemnifying Party agrees to release, indemnify, defend, and hold harmless the other Party, its Affiliates, and any third-party provider or operator of facilities involved in the provision of Services or facilities under this Agreement (collectively, the "Indemnified Party") from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by the Indemnifying Party's end users against an Indemnified Party arising from Services or facilities provided under this Agreement. The Indemnifying Party further agrees to release, indemnify, defend, and hold harmless the Indemnified Party from all losses, claims, demands, damages, expenses, suits, or other actions,

or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by any third party against an Indemnified Party arising from or in any way related to actual or alleged defamation, libel, slander, interference with or misappropriation of proprietary or creative right, or any other injury to any Person or property arising out of content transmitted by the Indemnifying Party and the Indemnified Party or such Party's end users, or any other act or omission of the Indemnified Party or such Party's end users.

- 25.3 DISCLAIMER. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF FACILITIES PROVIDED UNDER THIS AGREEMENT. EACH PARTY DISCLAIMS, WITHOUT LIMITATION, ANY GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF DEALING, OR FROM USAGES OF TRADE.
- 25.4 Limitation of Liability. Each Party's liability, whether in contract, tort or otherwise, shall be limited to direct damages, which shall not exceed that Party's monthly charges for the Services or facilities for the month during which the claim for liability arose plus the costs and expenses specified for reimbursement in Section 15 of Article III and Section 3.3.3 of Article IV of this Agreement. Under no circumstance shall either Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or any accessories attached thereto, delay, error, or loss of data. Should either Party provide advice, make recommendations, or supply other analysis related to the Services or facilities described in this Agreement, this limitation of liability shall apply to provision of such advice, recommendations, and analysis.
- 25.5 Intellectual Property. Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any Service or method, or the provision or use of any facilities by either Party under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party.
26. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.
27. No Offer. This Agreement will become effective on the Effective Date and may be modified or withdrawn at any time before the Effective Date.
28. No Third Party Beneficiaries. Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.
29. Notices. Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally, on the date receipt is acknowledged in writing by the recipient if delivered by regular U.S. mail, or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Notice may also be provided by facsimile, which shall be effective if sent before 5:00 p.m. on that day, or if sent after 5:00 p.m. it will be effective on the next Business Day following the date sent. Any notice shall be delivered using one of the alternatives mentioned in this Section and shall be directed to the applicable address indicated below or such address as the Party to be notified has designated by giving notice in compliance with this Section.

If to GTE: GTE North Incorporated
Attention: Assistant Vice President/Associate General Counsel
Business Development & Integration
600 Hidden Ridge - HQEWMNOTICES
Irving, TX 75038
Telephone number: 972/718-6361
Facsimile number: 972/718-3403
Internet Address: wmnotices@telops.gte.com

Copy to: GTE North Incorporated
Attn: Director-Wholesale Contract Compliance
Network Services
700 Hidden Ridge - HQEWMNOTICES
Irving, TX 75038
Telephone Number: 972/718-5988
Facsimile Number: 972/719-1519
Internet Address: wmnotices@telops.gte.com

If to AWS: AT&T Wireless Services, Inc.
Attention: Jill Mounsey
Director - External Affairs
7277 164th Avenue NE
Redmond, WA 98052
Telephone number: 425-580-8677
Facsimile number: 425-580-8609

Copy to: AT&T Wireless Services, Inc.
Attention: John Giannella
Vice President - Transport Engineering
7277 164th Avenue NE
Redmond, WA 98052
Telephone number: 425-580-6267
Facsimile number: 425-580-8018

30. Protection.

30.1 Impairment of Service. The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the Services, facilities or equipment of the other Party pursuant to this Agreement shall not interfere with or impair service over any facilities of the other Party, its Affiliates, or its connecting and concurring carriers involved in its Services, cause damage to their plant, violate any Applicable Law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities or create hazards to the employees of either Party or to the public (each hereinafter referred to as an "Impairment of Service").

30.2 Resolution. If either Party causes an Impairment of Service, the Party whose network or Service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem and that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, then the Impaired Party may at its option temporarily discontinue the use of the affected circuit, facility or equipment.

31. Publicity. Any news release, public announcement, advertising, or any form of publicity pertaining to this Agreement, provision of Services or facilities pursuant to it, or association of the Parties with respect to provision of the Services described in this Agreement, for promotional or other purposes, shall be subject to prior written approval of both GTE and AWS.

32. Regulatory Agency Control. This Agreement shall at all times be subject to changes, modifications, orders, and rulings by the FCC and/or Commission to the extent the substance of this Agreement is or becomes subject to the jurisdiction of such agency.

33. Changes in Legal Requirements. GTE and AWS further agree that the terms and conditions of this Agreement were composed in order to effectuate the legal requirements in effect at the time the Agreement was produced. Any modifications to

those requirements, whether by controlling statute or order of any court of competent jurisdiction, Commission or the FCC, will be deemed to supersede automatically any affected terms and conditions of this Agreement.

34. Effective Date. This Agreement will be effective only upon execution and delivery by both Parties. In recognition of the fact that the Parties currently have an effective interconnection agreement on file with the Commission and that this Agreement is intended to replace that prior agreement, the "Effective Date" of this Agreement will be the date on which this Agreement is filed with the Commission, subject to approval by the Commission in accordance with Section 252 of the Act. Any modifications to this Agreement as a result of the process of review and approval by the Commission will be deemed to be effective as of the Effective Date, i.e., the date on which this Agreement was filed with the Commission.
35. Regulatory Matters. Each Party shall be responsible for obtaining and keeping in effect all FCC, Commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement.
36. Rule of Construction. No rule of construction requiring interpretation against the drafting party hereof shall apply in the interpretation of this Agreement.
37. Section References. Except as otherwise specified, references within an Article of this Agreement to a Section refer to Sections within that same Article.
38. Service Standards.
 - 38.1 The Parties will provide a level of service to each other with respect to interconnection under this Agreement in compliance with the requirements of the Act.
 - 38.2 The Parties will alert each other to any network events that can result or have resulted in service interruption, blocked calls, and/or changes in network performance. Such notification, however, shall not relieve either Party of its obligations under this Agreement or Applicable Law.
39. Severability. If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results in a material change to this Agreement. If a material change as described in this paragraph occurs as a result of action by a court or regulatory agency, the Parties shall negotiate in good faith for replacement language. If replacement language cannot be agreed upon within a reasonable period, either Party may terminate this Agreement without penalty or liability for such termination upon written notice to the other Party.
40. Subcontractors. Either Party may enter into subcontracts with third parties or its Affiliates for the performance of any of that Party's duties or obligations under this Agreement.
41. Subsequent Law. The terms and conditions of this Agreement shall be subject to any and all Applicable Laws that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, or regulation, the Parties agree to modify, in writing, the affected rates, term(s) and/or condition(s) of this Agreement to bring them into compliance with such Applicable Law.
42. Survival. Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligations of a Party under the provisions regarding indemnification, Confidential Information, limitations on liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, shall survive cancellation or termination thereof for thirteen (13) months.
43. Taxes. Any state or local excise, sales, or use taxes (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under Applicable Law, even if the obligation to collect and remit such taxes is placed upon the other Party. The collecting Party shall charge and collect from the obligated Party, and the obligated Party agrees to pay to the collecting Party, all applicable taxes, except to the extent that the obligated Party notifies the collecting Party and provides to the collecting Party appropriate documentation as the collecting Party requires that qualifies the obligated Party for a full or partial exemption. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The obligated Party may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The collecting Party shall cooperate in any such contest by the other Party. The other Party will indemnify the collecting Party from any sales or use taxes that may be subsequently levied on payments by the other Party to the collecting Party.

- 43.1 Tax - A charge which is statutorily imposed by the state or local jurisdiction and is either (a) imposed on the seller with the seller having the right or responsibility to pass the charge(s) on to the purchaser and the seller is responsible for remitting the charge(s) to the state or local jurisdiction or (b) imposed on the purchaser with the seller having an obligation to collect the charge(s) from the purchaser and remit the charge(s) to the state or local jurisdiction.
- Taxes shall include but not be limited to: federal excise tax, state/local sales and use tax, state/local utility user tax, state/local telecommunication excise tax, state/local gross receipts tax, and local school taxes. Taxes shall not include income, income-like, gross receipts on the revenue of a provider, or property taxes. Taxes shall not include payroll withholding taxes unless specifically required by statute or ordinance.
- 43.2 Fees/Regulatory Surcharges - A charge imposed by a regulatory authority, other agency, or resulting from a contractual obligation, in which the seller is responsible or required to collect the fee/surcharge from the purchaser and the seller is responsible for remitting the charge to the regulatory authority, other agency, or contracting party.
- Fees/Regulatory Surcharges shall include but not be limited to E911/911, E311/311, franchise fees, and Commission surcharges.
44. Trademarks and Trade Names. Except as specifically set out in this Agreement, nothing in this Agreement shall 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.
45. Undefined Terms. For terms that may appear in this Agreement which are not defined, the Parties acknowledge and agree that any such terms shall be construed in accordance with customary usage in the telecommunications industry as of the Effective Date of this Agreement.
46. Waiver. The failure of either Party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to it under this Agreement, shall not be construed as a waiver of such provision or any provisions of this Agreement, and the same shall continue in full force and effect.
47. Environmental Responsibility.
- 47.1 AWS is responsible for Compliance with all laws regarding the handling, use, transport, storage, and disposal of, and for all hazards created by and damages or injuries caused by, any materials brought to or used at the Facility by AWS. In accordance with Section 47.10, AWS will indemnify GTE for all claims, fees, penalties, damages, and causes of action with respect to these materials. No substantial new safety or environmental hazards shall be created or new hazardous substances shall be used at a GTE Facility. AWS must demonstrate adequate training and emergency response capabilities related to materials brought to, used, or existing at the GTE Facility.
- 47.2 AWS, its invitees, agents, employees, and contractors agree to comply with such reasonable environmental or safety practices/procedures, whether or not required by law, as requested by GTE when working at a GTE Facility. The Parties acknowledge and agree that nothing in this Agreement or in any of GTE's practices/procedures constitutes a warranty or representation by GTE that AWS's Compliance with GTE's practices/procedures, with this Agreement, or with GTE's directions or recommendations will achieve Compliance with any Applicable Law. AWS is responsible for ensuring that all activities conducted by AWS at the Facility are in accordance with all applicable federal, state, and local laws, regulations, permits, and agency orders, approvals, and authorizations relating to safety, health, and the environment.
- 47.3 GTE and AWS shall provide to each other notice of known and recognized physical hazards or hazardous substances brought to, used, or existing at the GTE Facility. Each Party is required to promptly provide specific notice of conditions or circumstances potentially posing a threat of imminent danger, including, by way of example only, a defective utility pole or significant petroleum contamination in a manhole.
- 47.4 AWS shall obtain and use its own environmental permits, approvals, or identification numbers to the extent that such permits, approvals, or identification numbers are required under Applicable Laws. If the relevant regulatory authority refuses to issue a separate permit, approval, or identification number to AWS after a complete and proper request by AWS for same, then GTE's permit, approval, or identification number may be used as authorized by law and upon prior approval by GTE. In that case, AWS must comply with all of GTE's environmental, health, and safety practices/procedures relating to the activity in question, including, but not limited to, use of environmental "best management practices (BMP)" and selection criteria for vendors

and disposal sites. The Parties acknowledge and agree that nothing in this Agreement, use of GTE's permits, approvals, or identification numbers, or Compliance with GTE's practices/procedures constitutes a representation or warranty that AWS's activities will be in Compliance with Applicable Laws, and such Compliance or use of GTE's permits, approvals, or identification numbers creates no right of action against GTE.

- 47.5 If Third Party Contamination is discovered at a GTE Facility, the Party uncovering the contamination must timely notify the proper safety or environmental authorities, to the extent that such notification is required by Applicable Law. If AWS discovers Third Party Contamination, AWS will immediately notify GTE and will consult with GTE prior to making any required notification, unless the time required for prior consultation would preclude AWS from complying with an applicable reporting requirement.
 - 47.6 GTE and AWS shall coordinate plans or information required to be submitted to government agencies, such as, by way of example only, emergency response plans and chemical inventory reporting. If fees are associated with such filings, GTE and AWS must develop a cost sharing procedure.
 - 47.7 When conducting operations in any GTE manhole or vault area, AWS shall follow appropriate practices/procedures in evaluating and managing any water, sediment, or other material present in the manhole or vault area so as to ensure Compliance with all Applicable Laws, regulations, permits, and requirements applicable in such circumstances and to ensure safe practices. AWS shall be responsible for obtaining any permit, regulatory approval, or identification number necessary for any of its operations involving the evaluation, collection, discharge, storage, disposal, or other management of water, sediment, or other material present in a GTE manhole or vault area. GTE shall not be responsible for any costs incurred by AWS in meeting its obligations under this Section.
 - 47.8 AWS shall provide reasonable and adequate compensation to GTE for any additional or increased costs associated with Compliance with any federal, state, or local law, regulation, permit, or agency requirement related to safety, health, or the environment where to the extent such additional or increased cost is incurred as a result of providing AWS with interconnection or collocation, including, but not limited to, costs associated with obtaining appropriate permits or agency authorizations or approvals, remediation or response to any release or threatened release of any regulated substance, investigation or testing related, and training or notification requirements.
 - 47.9 Activities impacting safety or the environment of a Right of Way (ROW) must be harmonized with the specific agreement and the relationship between GTE and the land owner. In this regard, AWS must comply with any limitations associated with a ROW, including, but not limited to, limitations on equipment access due to environmental conditions (e.g., wetland areas having equipment restrictions).
 - 47.10 Notwithstanding Section 25, with respect to environmental responsibility under this Section 47, GTE and AWS shall each indemnify, defend, and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or real or personal property damage), judgments, damages (including direct and indirect damage and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising from or in connection with (a) the indemnifying Party's negligent or willful misconduct, regardless of form; (b) the violation or alleged violation of any federal, state, or local law, regulation, permit, or agency requirement relating to safety, health, or the environment; or (c) the presence or alleged presence of contamination arising out of the indemnifying Party's acts or omissions concerning its operations at the GTE Facility.
48. Amendment of Certain Rates. The rates in this Agreement that are specified as follows (the "AT&T Rates") were taken from the GTE/AT&T Interconnection, Resale and Unbundling Agreement (the AT&T Agreement) approved by the Commission Docket No. A-310125-F0002.

"AT&T Rates"	Tandem Interconnection	\$.0045
	End Office Interconnection	\$.0030

The rates not included in this Agreement but referenced below (the "GTE Rates") were excluded from the AT&T Agreement by the Commission in Docket No. A-310125-F0002.

"GTE Rates"	End Office Interconnection	\$.0062
	Tandem Interconnection	\$.0038

GTE and AWS agree that if the AT&T Rates are deemed to be unlawful, or are stayed, enjoined or otherwise modified, in whole or in part, by a court or commission of competent jurisdiction, then this Agreement shall be deemed to have been amended accordingly, by modification of the AT&T Rates or, as appropriate, the substitution of GTE Rates for all stayed and enjoined AT&T Rates, and such amendments shall be effective retroactive to the Effective Date of this Agreement.

GTE and AWS further agree that the terms and conditions of this Agreement reflect certain requirements of the FCC's First Report and Order in CC Docket No. 96-98. The terms and conditions of this Agreement shall be subject to any and all actions by any court or other governmental authority that invalidate, stay, vacate or otherwise modify the FCC's First Report and Order, in whole or in part ("Subsequent Actions"). To the extent warranted by any such Subsequent Action, the Parties agree that this Agreement shall be deemed to have been modified accordingly as in the first paragraph of this Section 48. The Parties agree to immediately apply any effected terms and conditions, including any in other Sections and Articles of this Agreement, consistent with such Subsequent Action, and within a reasonable time incorporate such modified terms and conditions in writing into the Agreement. If the AT&T Rates are affected by such Subsequent Action and they cannot be consistently applied therewith, the GTE Rates shall apply. Either Party may seek to enforce such Subsequent Action before a commission or court of competent jurisdiction. GTE does not waive any position regarding the illegality or inappropriateness of the FCC's First Report and Order.

The rates (including rates which may be applicable under true-up) specified in both the GTE Rates and the AT&T Rates are further subject to amendment to provide for charges or rate adjustments resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine GTE's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered GTE costs (including GTE's end user surcharge)), the establishment of a competitively neutral universal service system, or any appeal or other litigation. Any amendment to the AT&T Rates required as a result of any final Commission and/or court order resolving the appeal of, or other litigation over, the interconnection agreement from which the AT&T Rates are derived, shall be incorporated into this Agreement according to the terms of that final order, including any retroactive application of that amendment. The results of any future Commission or other proceedings shall be incorporated into this Agreement according to the terms of the final Commission and/or court order resolving that proceeding, including any retroactive application of those results.

If the Commission (or any other commission or federal or state court) in reviewing this Agreement pursuant to applicable state and federal laws, including Section 252(e) of the Telecommunications Act of 1996, deletes or modifies in any way this Section 48, this entire Agreement is void and will not become effective, and the Parties agree to withdraw this Agreement from consideration by the Commission (or any other commission or federal or state court). If this Agreement is voided by operation of this provision, the Parties agree to immediately begin negotiations for a new agreement, and to treat the date that this Agreement became void as the one hundredth (100th) calendar day from GTE's receipt of a renewed request for negotiations by AWS for negotiations under Section 252 of the Act.

ARTICLE IV
INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC

1. Services Covered by This Article.

1.1 Types of Services. This Article governs the provision of Interconnection Facilities, Meet-Point Billing by GTE to AWS or by AWS to GTE, and the transport and termination and billing of Local Traffic, intraLATA Toll, optional Extended Area Service ("EAS") and jointly-provided Interexchange Carrier Access (which may be referred to as IC Transiting Service) between GTE and AWS ("Services"). Interconnection Facilities will be provided for Tandem and End Office traffic.

2. Billing and Rates.

2.1 Rates and Charges. GTE and AWS shall compensate each other for Services at the rates and charges set forth in Appendix A attached to this Agreement and made a part hereof.

2.2 Billing. The Parties shall render to each other bills for Services on a current basis. Charges for physical facilities and other non-usage sensitive charges shall be billed in advance, except for charges and credits associated with the initial or final bills unless otherwise agreed to by the Parties. Usage sensitive charges, such as charges for termination of Local Traffic, shall be billed in arrears.

2.3 Usage Measurement. The Parties agree to measure, record and round terminating minutes of use (MOUs) for billing and reciprocal compensation between the Parties in the same manner. Terminating usage for individual calls shall be measured on Conversation Time, from Answer Supervision to Disconnect Supervision, and recorded to the nearest second. Terminating usage measured and recorded for individual calls shall be accumulated for the billing period with the total accumulated usage rounded up to the next full MOU to arrive at total billable MOUs for each interconnection. Rounding shall not occur for each individual call.

3. Transport and Termination of Traffic.

3.1 Traffic to be Exchanged. The Parties shall reciprocally terminate Local, IntraLATA Toll, optional EAS and jointly provided Interexchange Carrier Traffic originating on each other's networks utilizing either direct or indirect network interconnections as provided in this Article IV. To this end, the Parties agree that there will be interoperability between their networks. The Parties agree to exchange traffic associated with third party LECs, CLECs and wireless service providers pursuant to the compensation arrangement specified in Section 3.3 herein. The Parties agree to exchange traffic associated with AWS Switch Share Markets pursuant to the terms and conditions specified in this Agreement. The Parties agree to exchange traffic associated with AWS Fixed Wireless Service pursuant to the terms and conditions contained herein.

3.2 Compensation For Exchange Of Traffic. The Parties shall compensate each other for the exchange of Local Traffic originated by or terminating to the Parties' end user customers in accordance with this Agreement. If the Parties cannot separately identify traffic they exchange that is not subject to compensation as Local Traffic, the Parties shall apply the state level Traffic Exempt Factor in Appendix A to their measurements of Local Traffic to calculate the compensation for Local Traffic. This factor represents the share of traffic exchanged by the Parties that is exempt from compensation as Local Traffic and will be updated semi-annually in like manner or as the Parties otherwise agree. Once the traffic that is exempt from local compensation can be measured, the actual exempt traffic will be used rather than the above factor. Charges for the transport and termination of non-local traffic shall be in accordance with the Parties' respective intrastate or interstate access tariffs, as appropriate.

The Parties have not agreed as to how ESP/ISP Traffic should be exchanged between the Parties and whether and to what extent compensation is due either Party for exchange of such traffic. GTE's position is that the FCC cannot divest itself of rate setting jurisdiction over such traffic, that such traffic is interstate and subject to Part 69 principles, and that a specific interstate rate element should be established for such traffic. AWS's position is that ESP/ISP Traffic should be treated as local for the purposes of inter-carrier compensation and should be compensated on the same basis as voice traffic between end users. The FCC has issued an NPRM on prospective treatment of ESP/ISP Traffic. Nevertheless, without waiving any of its rights to assert and pursue its position on issues related to ESP/ISP Traffic, each Party agrees that until the FCC enters a final, binding, and nonappealable order ("FCC Final Order"), the Parties shall exchange and each Party may track ESP/ISP Traffic but no compensation shall be owed for ESP/ISP Traffic exchanged between the Parties and neither Party shall bill the other for such traffic. At such time as a Final FCC Order becomes applicable, the Parties shall meet to discuss implementation of the Order and shall make adjustments to

reflect the impact of the Order. This agreement to leave issues related to ESP/ISP Traffic unresolved until after the Final FCC Order becomes applicable and in the interim to not compensate for ESP/ISP Traffic shall in no manner whatsoever establish any precedent, waiver, course of dealing or in any way evidence either Party's position or intent with regard to exchange and/or compensation of ESP/ISP Traffic, each Party reserving all its rights with respect to these issues.

- 3.2.1 Switch Share Markets. Where AWS provides switching services to other CMRS Carriers in Switch Share Markets under agreements that were in effect on or before January 31, 1996, the traffic shall be treated as if it were provided to and from AWS end users, but only to the extent that such traffic is incidental to the total traffic exchanged between GTE and AWS under this Agreement. Traffic shall be considered incidental if the cumulative traffic of all Switch Share Markets is less than 2% of total traffic exchanged between the Parties. Compensation rates under this Section shall apply to all such traffic.
- 3.3 Tandem Switching Traffic (Transiting). GTE will provide Tandem switching for traffic between the Parties' End Offices subtending or interconnected with the GTE Tandem, as well as for traffic between AWS's end users and any other Local Provider which is interconnected to the GTE Tandems as follows:
- 3.3.1 AWS will compensate GTE for each minute of originated Tandem switched traffic that terminates to a third party Local Provider (e.g., other CLEC, ILEC, or wireless service provider). The applicable rate for this charge is identified as the Tandem Switching Rate (Transiting) in Appendix A.
- 3.3.2 AWS also assumes responsibility for compensation to the Local Provider that terminates the call.
- 3.3.3 The Parties agree to enter into their own agreements with third-party Local Providers. In the event that AWS sends traffic through GTE's network to a third-party Local Provider with whom AWS does not have traffic interexchange agreement, AWS shall indemnify GTE pursuant to Section 23 of Article III for any costs or expenses arising from demands made by third-party Local Providers for the transport and termination of AWS-originated traffic.
- 3.4 Inter-Tandem Switching. The Parties will only use inter-Tandem switching for the transport and termination of intraLATA toll traffic originating on each other's network at and after such time as either AWS has agreed to and fully implemented an existing intraLATA toll compensation mechanism. The Parties will only use inter-Tandem switching for the transport and termination of Local Traffic originating on each other's network at and after such time as the Parties have agreed to and fully implemented generally accepted industry signaling standards and AMA record standards which shall support the recognition of multiple Tandem switching events.
4. Direct Network Interconnection.
- 4.1 Network Interconnection Architecture. AWS may interconnect with GTE on its network at any of the minimum Currently Available points required by the FCC. Interconnection at additional points will be reviewed on an individual case basis pursuant to the Bona Fide Request process outlined in this Article IV ,Section 12. Where the Parties mutually agree to directly interconnect their respective networks, interconnection will be as specified in the following subsections. GTE will work with AWS in all circumstances to install Interconnection Facilities on a timely basis. When special construction is required, the timeline for installation shall be negotiated on a case-by-case basis. Network interconnection and protocol must be based on industry standards developed consistent with the Act.
- 4.1.1 Subject to mutual agreement, the Parties may use the following types of network facility interconnection, using such interface media as are (i) appropriate to support the type of interconnection requested and (ii) available at the facility at which interconnection is requested.
- (a) A Mid-Span Fiber Meet within an existing GTE exchange area whereby the Parties mutually agree to jointly plan and engineer their facility POI at a designated manhole or junction location. The POI is the demarcation between ownership of the fiber transmission facility. Each party is individually responsible for its incurred costs in establishing this arrangement.
- (b) A virtual or physical Expanded Interconnection Service (EIS) arrangement at a GTE Wire Center subject to the rates, terms, and conditions contained in GTE's applicable tariffs.

- (c) A special access and/or carrier dedicated transport arrangement terminating at a GTE Wire Center subject to the rates, terms, and conditions contained in GTE's applicable access tariffs. These facilities will meet the standards set forth in such applicable access tariffs.
 - 4.1.2 Virtual and physical EIS arrangements are governed by appropriate GTE tariffs and applicable rules.
 - 4.1.3 The Parties will mutually designate at least one POI on GTE's network within each GTE Tandem for the routing of Local Traffic except as provided in Section 5 of Article IV.
- 4.2 Compensation. The Parties agree to the following compensation for Interconnection Facilities, depending on facility type. ESP/ISP Traffic is excluded from this compensation in accord with Section 3.2 of this Article.
 - 4.2.1 Mid-Span Fiber Meet: GTE will charge special access (flat rated) transport from the applicable access tariff and will rate charges between the POI and the GTE switch where the fiber terminates. AWS may bill GTE, or may request GTE to reduce charges, to reflect the proportionate share of the facility that is used for transport of traffic originated by GTE. The initial proportionate share factor for facilities is set forth as the Terminating Traffic Factors in Appendix A. This factor will be updated no more frequently than semi-annually in like manner or as the Parties otherwise agree. AWS will charge flat rated transport to GTE for AWS facilities used by GTE at AWS tariffed rates, if available, at GTE tariffed rates, or as mutually agreed. AWS will apply charges based on the lesser of: (i) the airline mileage from the POI to the AWS switch; or (ii) the airline mileage from the GTE switch to the serving area boundary.
 - 4.2.2 Collocation: GTE will charge virtual or physical EIS rates from the applicable GTE tariff. AWS will charge GTE flat rated transport at AWS tariffed rates, if available, at GTE tariffed rates, or as mutually agreed, to reflect the proportionate share of the facility that is used for transport of traffic originated by GTE. AWS will apply charges based on the lesser of (i) the airline mileage from the POI to the AWS switch; or (ii) two (2) times the airline mileage from the GTE switch to the serving area boundary.
 - 4.2.3 Special Access and/or Carrier Dedicated Transport : GTE will charge special access and/or switched access rates from the applicable GTE access tariff or other applicable tariff. AWS may bill GTE, or may request GTE to reduce charges, to reflect the proportionate share of the facility that is used for transport of traffic originated by GTE. The Parties will negotiate an initial factor representative of the proportionate share of the facilities. This factor will be updated no more frequently than semi-annually in like manner or as the Parties otherwise agree.
 - 4.2.4 The Parties' proportionate share of flat rated transport facilities will be based upon the Parties' proportionate usage of the facilities, as specified in Appendix A. The Parties shall negotiate the methodology that AWS will use to bill GTE for GTE's proportionate use of two way facilities the Parties use to exchange Local Traffic, including but not limited to DS1s, DS3s and SONET Rings, within sixty (60) days of the Effective Date of this Agreement. Pending agreement on such a methodology AWS will bill GTE, and GTE will pay AWS, the amount AWS reasonably believes is GTE's proportionate share of these two way facilities. Such billing and payment is subject to all terms and conditions of this Agreement related to billing and payment of bills. Such amount shall be subject to amendment consistent with the agreed methodology and effective retroactively to the Effective Date of this Agreement. The Parties shall complete any true-up of the amount paid by GTE within thirty (30) days following implementation of the agreed-upon methodology.
 - 4.2.5 Switch Share Markets. Determination of the proper compensation rates for facilities under this Section, based on proportionate usage, shall include traffic to and from Switch Share Markets.
- 4.3 Trunking Requirements. In accordance with Article III, Section 11, if the Parties have not already done so, it will be necessary for the Parties to have met and agreed on trunking availability and requirements in order for the Parties to begin exchange of traffic.
 - 4.3.1 The Parties agree to establish Trunk Groups of sufficient capacity from the Interconnection Facilities such that trunking is available to any switching center designated by either Party, including End Offices, Tandems, 911 routing switches, and directory assistance/operator service switches. The Parties may use two-way trunks for delivery of Local Traffic upon mutual agreement

or either Party may elect to provision its own one-way trunks for delivery of Local Traffic to the other Party. If a Party elects to provision its own one-way trunks, that Party will be responsible for its own expenses associated with the trunks and the other Party will make trunk ports available. Each Party must have sufficient capacity at its switches to handle the traffic of the other Party and to maintain at least B.01 grade of service.

- 4.3.2 AWS and GTE shall, where applicable, make reciprocally available, by mutual agreement, the required Trunk Groups to handle different traffic types. AWS and GTE will support the provisioning of Trunk Groups that carry combined or separate Local Traffic and intraLATA toll and optional EAS traffic. GTE requires separate Trunk Groups from AWS to originate and terminate interLATA calls and to provide Switched Access Service to IXCs. If the IXC subsequently indicates that it does not want the traffic routed to or from AWS, GTE will not route the traffic.
 - 4.3.2.1 Each Party agrees to route traffic only over the proper jurisdictional Trunk Group.
 - 4.3.2.2 Each Party shall deliver traffic only over the local interconnection Trunk Groups to the other Party's switching center (Tandem or MSC) for those publicly-dialable NXX Codes served by End Offices that subtend the Tandem or to those other Local Providers that subtend the Tandem.
 - 4.3.2.3 Neither Party shall route Switched Access Service traffic over local interconnection trunks, or Local Traffic over Switched Access Service trunks.
- 4.3.3 The Parties will work together to establish high usage End-Office Trunk Groups.
- 4.3.4 AWS will provide Percent Local Usage ("PLU") factors on a semi-annual basis to identify the proper jurisdiction (local or non-local) of each call type that is carried over the local Interconnection Facilities. If these percentages are not received semi-annually, the Parties shall use the last previous reported percentages. The initial PLU factor is identified as the Percent Local Usage Factor on Appendix A.
- 4.3.5 Reciprocal traffic exchange arrangement trunk connections shall be made at a DS-1 or multiple DS-1 level, DS-3, (SONET where technically available) and shall be jointly-engineered to the appropriate industry grade of service standard (B.01 or B.005).
- 4.3.6 AWS and GTE agree to use diligent efforts to develop and agree on a Joint Interconnection Grooming Plan prescribing standards to ensure that the reciprocal traffic exchange arrangement Trunk Groups are maintained at consistent B.01 or better grades of service. Such plan shall also include mutually-agreed upon default standards for the configuration of all segregated Trunk Groups.
- 4.3.7 SS7 Common Channel Signaling will be used to the extent that such technology is available. If SS7 is not available, Multi-Frequency Signaling (MF) will be used as specified.
- 4.3.8 The Parties agree to offer and provide to each other B8ZS Extended Superframe Format ("ESF") facilities, where available, capable of voice and data traffic transmission.
- 4.3.9 The Parties will support intercompany 64kbps clear channel where available.

4.4 Trunk Forecasting.

- 4.4.1 The Parties will work towards the development of joint forecasting of Trunk Groups. Intercompany forecast information must be provided by the Parties to each other twice a year. The semi-annual forecasts will include:
 - 4.4.1.1 yearly forecasted trunk quantities for no less than a two (2)-year period (current year, plus one (1) year); and
 - 4.4.1.2 the use of (i) CLCI™-MSG codes, which are described in Bellcore document BR 795-100-100; (ii) circuit identifier codes as described in BR 795-400-100; and (iii) Trunk Group Serial Number (TGSN) as described in BR 751-100-195.
- 4.4.2 Description of major network projects that affect the other Party will be provided with the semi-annual forecasts provided pursuant to Section 4.4. Major network projects include but are not

limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either Party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

- 4.4.3 GTE and AWS will work together to begin providing these forecasts within thirty (30) days after the Effective Date of this Agreement. New Trunk Groups will be implemented as dictated by engineering requirements for either Party.
- 4.4.4 The Parties will meet to review and reconcile their forecasts if their respective forecasts differ significantly from one another.
- 4.5 Trunk Facility Underutilization. At least once a year, or other period agreed to by the Parties, the Parties shall exchange Trunk Group measurement reports for Trunk Groups terminating to the other Party's network. In addition and from time to time, each Party will determine the required trunks for each of the other Party's Trunk Groups from the previous twelve (12) months servicing data. Required trunks will be based on an objective B.01 grade of service or the Joint Interconnection Grooming Plan referenced in Section 4.3.6 above. If a Trunk Group is under seventy-five percent (75%) of centum call seconds (ccs) capacity on a monthly average basis for each month of any six (6) month period, and the Trunk Group in question is utilized to carry traffic originated by both Parties, either Party may contact the other to discuss resizing the Trunk Group. Neither Party will unreasonably refuse a request to resize the Trunk Group.
- 4.6 Network Redesigns Initiated by GTE. GTE will not charge AWS when GTE initiates its own network redesigns/reconfigurations. GTE shall make its best efforts to notify AWS of any GTE network redesigns/reconfigurations that will affect AWS's facilities sufficiently in advance to enable AWS to accommodate such network redesign/reconfiguration. The Parties shall coordinate deployment and accommodation of any such network redesigns/reconfigurations to avoid or minimize disruption in services provided to their end users.
- 4.7 Interconnection Calling and Called Scopes for Tandem Interconnection and End Office Interconnection.
 - 4.7.1 GTE Tandem interconnection calling scope (originating and terminating) is to those GTE End Offices which subtend the GTE Tandem to which the connection is made, except as provided for in Section 3.3 of this Article IV.
 - 4.7.2 GTE End Office interconnection calling scope (originating and terminating) is only to the End Office and its remotes to which the connection is made.
- 5. Indirect Network Interconnection. Where GTE subtends a Tandem of another Local Provider and where AWS is interconnected with that same Tandem, the Parties may exchange traffic through that Tandem provided that the Party originating the traffic assumes responsibility for compensation to the Tandem provider. Neither Party shall deliver traffic destined to terminate at the other Party's End Office via another Local Provider's End Office. In addition, except as provided in Section 3.4 of this Article, neither Party shall deliver traffic destined to terminate at an End Office subtending the other Party's Tandem via another Local Provider's Tandem. A direct interconnection to a GTE Tandem is not required if AWS has no end user telephone numbers with either a Rate Center or Routing Point within the operating area of that Tandem or within the then-current local serving area, including mandatory calling scope arrangements, of any of the GTE End Offices subtending that Tandem. A mandatory local calling scope arrangement is an arrangement that provides end users a local calling scope, Extended Area Service (EAS), beyond their basic exchange service area. This does not include optional local calling scopes, i.e. optional rate packages that permit the end user to choose a local calling scope beyond their basic exchange serving area for an additional fee, referred to hereafter as "optional EAS".
- 6. Number Resources.
 - 6.1 Number Assignment. Nothing in this Agreement shall be construed to, in any manner, limit or otherwise adversely impact AWS's right to employ or to request and be assigned any NANP number resources including, but not limited to, Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines. Any request for numbering resources by AWS shall be made directly to the NANP Number Plan Administrator. AWS shall not request number resources to be assigned to any GTE switching entity.
 - 6.1.1 Each Party shall be responsible for notifying its customers of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs or new NXX codes. Each Party is responsible for administering NXX codes assigned to it.

- 6.2 Blocks of 100 Numbers Assignment. This arrangement is provided only to CMRS carriers. AWS may elect to associate a GTE End Office interconnection with telephone number groups from the same GTE End Office at which the interconnection is established. Blocks of 100 numbers will be provided by GTE to AWS as available from the NXX codes of that GTE End Office. GTE will charge and AWS agrees to pay to GTE the nonrecurring installation charge per block of 100 numbers as indicated on Appendix A. This interconnection arrangement may be established as a one-way trunk only used to carry traffic terminating to end user customers of AWS. Where technically feasible, this interconnection arrangement may also be established on a two-way basis for use by AWS to access any ancillary services that may be provided by GTE. Any use of this interconnection arrangement other than that specified in this Section is outside the scope of this Agreement and such usage is subject to charges associated with the services used by AWS. SS7 signaling may not be available with this GTE End Office interconnection arrangement. AWS is solely responsible for the cost of the Interconnection Facilities. The sole compensation for traffic terminating to AWS over this interconnection arrangement will be paid by GTE at the rate identified as Blocks of 100 Numbers on Appendix A.
- 6.3 Rate Centers. For purposes of enabling GTE to appropriately apply its toll tariff to its end user customers, the Parties will utilize Rate Centers published in the LERG for all NPA-NXX codes. The Rate Center must be in the same LATA as the homing Tandem.
- 6.4 Routing Points. AWS will designate one Routing Point for each assigned NPA-NXX code as outlined in the Central Office Code Guidelines.
- 6.5 Code and Numbers Administration. The Parties will comply with code administration requirements as prescribed by the FCC, the Commission, and accepted industry guidelines.
- 6.6 Programming Switches. It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the Local Exchange Routing Guide ("LERG") guidelines to recognize and route traffic to the other Party's assigned NXX codes. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.
- 6.7 Wireless Number Portability. Prior to the date permanent local number portability is implemented by both Parties, AWS and GTE shall cooperatively establish terms, conditions, and procedures for porting telephone numbers that will comply with the North American Numbering Council's recommendations for porting intervals from wireline to wireless carriers.
- 6.8 Local Number Portability ("LNP"). The Parties agree that they shall develop and deploy number portability in accordance with the Act, such binding FCC and state mandates, and industry standards, as may be applicable. LNP will be provided only in association with AWS Fixed Wireless Service.
7. Meet-Point Billing (MPB).
- 7.1 Meet-Point Arrangements.
- 7.1.1 The Parties may mutually establish MPB arrangements in order to provide Switched Access Services to Switched Access Service customers via a GTE Tandem in accordance with the MPB guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents.
- 7.1.2 Except in instances of capacity limitations, GTE shall permit and enable AWS to sub-tend the GTE Tandem(s) nearest to the AWS Rating Point(s) associated with the NPA-NXX(s) to/from which the Switched Access Services are homed. In instances of capacity limitation at a given Tandem, AWS shall be allowed to subtend the next-nearest GTE Tandem in which sufficient capacity is available.
- 7.1.3 Interconnection for the MPB arrangement shall occur at the POI.
- 7.1.4 Common Channel Signaling shall be utilized in conjunction with MPB arrangements to the extent such signaling is resident in the GTE Tandem switch.
- 7.1.5 AWS and GTE will use diligent efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.
- 7.1.6 As detailed in the MECAB document, AWS and GTE will, in a timely fashion, exchange all information necessary to accurately, reliably and promptly bill Switched Access Service customers for Switched

Access Services traffic jointly handled by AWS and GTE via the meet-point arrangement. Information shall be exchanged in Exchange Message Record ("EMR") format, on magnetic tape or via a mutually acceptable electronic file transfer protocol.

7.1.7 AWS and GTE shall work cooperatively to coordinate rendering of meet-point bills to customers, and shall reciprocally provide each other usage data and related information at the appropriate charge.

7.2 Compensation.

7.2.1 Initially, billing to Switched Access Service customers for the Switched Access Services jointly provided by AWS and GTE via the MPB arrangement shall be according to the multiple-bill method as described in the MECAB guidelines. This means each Party will bill the portion of Service it provided at its appropriate tariff, or price list.

7.2.2 Subsequently, AWS and GTE may mutually agree to implement one of the following options for billing to third parties for the Switched Access Services jointly provided by AWS and GTE via the MPB arrangement: single-bill/single tariff method, single-bill/multiple tariff method, or to continue the multiple-bill method. Should either Party prefer to change among these billing methods, that Party shall notify the other Party of such a request in writing, ninety (90) Business Days in advance of the date on which such change is desired to be implemented. Such changes then may be made in accordance with MECAB guidelines and if the Parties mutually agree, the change will be made.

8. Common Channel Signaling.

8.1 Service Description. The Parties will provide CCS to one another via SS7 network interconnection, where and as available, in the manner specified in FCC Order 95-187, in conjunction with all traffic exchange Trunk Groups. SS7 signaling and transport Services shall be provided by GTE in accordance with the terms and conditions of this Section 8 of this Article. The Parties will cooperate on the exchange of all appropriate SS7 messages for local and intraLATA call set-up signaling, including ISUP and Transaction Capabilities Application Part ("TCAP") messages to facilitate full interoperability of all CLASS Features and functions between their respective networks. Any other SS7 message Services to be provided using TCAP messages (such as data base queries) will be jointly negotiated and agreed upon.

8.2 Signaling Parameters. All SS7 signaling parameters will be provided in conjunction with traffic exchange Trunk Groups, where and as available. These parameters include Automatic Number Identification ("ANI"), Calling Party Number ("CPN"), Privacy Indicator, calling party category information, originating line information, charge number, etc. Also included are all parameters relating to network signaling information, such as Carrier Information Parameter ("CIP"), wherever such information is needed for call routing or billing. GTE will provide SS7 via GR-394-SS7 and/or GR-317-SS7 format(s).

8.3 Privacy Indicators. Each Party will honor all privacy indicators as required under Applicable Law.

8.4 Connection Through STP. AWS must arrange for interconnection with the GTE STP(s) serving the LATA in which the traffic exchange Trunk Groups are interconnected. Additionally, all interconnection to GTE's 800/888 database and GTE's LIDB shall take place only through appropriate STP pairs.

8.5 Third Party Signaling Providers. AWS may choose a third-party SS7 signaling provider to transport messages to and from the GTE SS7 network. In that event, that third party provider must present a letter of agency to GTE, prior to the testing of the interconnection, authorizing the third party to act on behalf of AWS in transporting SS7 messages to and from GTE. The third-party provider must interconnect with the GTE STP(s) serving the LATA in which the traffic exchange Trunk Groups are interconnected.

8.6 Multi-Frequency Signaling. In the case where CCS is not available, in band Multi-Frequency ("MF"), wink start, E & M channel associated signaling with ANI will be provided by the Parties. Network signaling information, such as CIC/OZZ, will be provided wherever such information is needed for call routing or billing.

9. Network Outages. GTE shall work with AWS to establish reciprocal responsibilities for managing network outages and reporting. Each Party shall be responsible for managing its own network outage as a result of termination of its equipment in GTE wire center or Tandem.

10. Fixed Wireless Service. Fixed Wireless Service will be provided by AWS using unique NXX codes and interconnection trunks which are not shared with its traditional wireless service. All provisions of this Agreement, including but not limited to interconnection and compensation shall apply separately to AWS Fixed Wireless Service. The Parties agree to establish unique BAN codes and any other arrangements required by the Parties to ensure accurate and appropriate provisioning and compensation associated with Fixed Wireless Service.
11. Transition and Implementation. Interconnection arrangements that are not in compliance with the requirements of this Agreement shall not fall under the scope of this Agreement until they are brought into compliance with the requirements of this Agreement. Until such arrangements are brought into compliance with the requirements of this Agreement, compensation will be in compliance with effective FCC rules, specifically §51.717 if applicable. The Parties agree to use their best efforts to bring all arrangements into compliance with the terms and conditions of this Agreement within six (6) months of the Effective Date of this Agreement or within whatever other period may be mutually agreeable to the Parties. The Parties believe that as of the Effective Date of this Agreement, all existing interconnection arrangements between the Parties comply with the requirements of this Agreement. Accordingly, all such existing interconnection arrangements shall be governed by this Agreement, including all provisions concerning compensation for the exchange of traffic between the Parties.
12. Bona Fide Request Process.
 - 12.1 Intent. The Bona Fide Request (“BFR”) process is intended to be used when AWS requests certain Services, features, capabilities or functionality defined and agreed upon by the Parties as Services to be ordered as BFRs. The BFR process may be used when a Service is not Currently Available.
 - 12.2 Process.
 - 12.2.1 A BFR shall be submitted in writing by AWS and shall specifically identify the need to include technical requirements, space requirements and/or other such specifications that clearly define the request such that GTE has sufficient information to analyze and prepare a response.
 - 12.2.2 AWS may cancel a BFR in writing at any time prior to AWS and GTE agreeing to price and availability. GTE will then cease analysis of the request.
 - 12.2.3 Within five (5) Business Days of its receipt, GTE shall acknowledge in writing the receipt of the BFR and identify a single point of contact and any additional information needed to process the request.
 - 12.2.4 Except under extraordinary circumstances, within thirty (30) Business Days of its receipt of a BFR, GTE shall provide a proposed price and availability date, or it will provide an explanation as to why GTE elects not to meet AWS’s request. If extraordinary circumstances prevail, GTE will inform AWS as soon as it realizes that it cannot meet the thirty (30) Business Day response due date. AWS and GTE will then determine a mutually agreeable date for receipt of the request.
 - 12.2.5 Unless AWS agrees otherwise, all proposed prices shall be consistent with the pricing principles of the Act, FCC and/or the Commission. Payments for Services purchased under a BFR will be made upon delivery, unless otherwise agreed to by AWS, in accordance with the applicable provisions of the Agreement.
 - 12.2.6 Upon affirmative response from GTE, AWS will submit in writing its acceptance or rejection of GTE’s proposal. If at any time an agreement cannot be reached as to the terms and conditions or price of the request GTE agrees to meet, the Dispute Resolution provisions of this Agreement may be used by a Party to reach a resolution.

ARTICLE V
ADDITIONAL SERVICES AND COORDINATED SERVICE ARRANGEMENTS

1. Misdirected Calls. The Parties will employ the following procedures for handling any misdirected calls (e.g., business office, repair bureau, etc.):
 - 1.1 To the extent the correct provider can be determined, each Party will refer misdirected calls to the proper Local Provider. When referring such calls, both Parties agree to do so in a courteous manner at no charge.
 - 1.2 For misdirected repair calls, the Parties will provide their respective repair bureau contact number to each other on a reciprocal basis and provide the end user the correct contact number.
 - 1.3 In responding to misdirected calls, neither Party shall make disparaging remarks about each other, nor shall they use these calls as a basis for internal referrals or to solicit end users or to market services.
2. Wireless 911/E911 Arrangements. The following applies to mobile wireless services provided by AWS.
 - 2.1 Basic 911. GTE will provision basic 911 service over an Auxiliary Connection. AWS is fully responsible for the cost of the Auxiliary Connection. Basic 911 does not include detailed location information or subscribers call back number, i.e. address of cell site, description of cell sector, MIN (Mobile Identification Number), pANI (pseudo Automatic Number Identification) or ESRD (Emergency Service Routing Digits). The 911 call will be forwarded from the point of connection with GTE to a PSAP (Public Safety Answering Point) over GTE/PSAP dedicated 911 trunks in one of two methods:
 - 2.1.1 A pre-determined PSAP in which wireless 911 calls are to be handled or;
 - 2.1.2 The PSAP of the serving area in which the Auxiliary Connection is located. If this PSAP is not the correct PSAP for the location of the 911 call, the 911 call will be forwarded to the correct PSAP or Emergency Service Provider (police/ fire/ambulance).
 - 2.2 Transport. AWS may obtain transport from GTE for the transport of the Auxiliary Connection at the rates set forth in GTE's interstate or intrastate switched access tariff or in GTE's interstate or intrastate special access tariff.
 - 2.3 Enhanced 911 (E911). Where technically feasible, the Parties agree that they shall make provisions to ensure access by all of AWS's customers to E911, as required by FCC Docket 94-102. The Parties are responsible for their own network requirements to establish E911 connectivity. A separate agreement is necessary between the Parties for E911 services to be provided by GTE.
3. Fixed Wireless 911/E-911 Arrangements. The following applies to Fixed Wireless Service provided by AWS.
 - 3.1 Description of Service. AWS will install a minimum of two (2) dedicated trunks to GTE's 911/E-911 selective routers (i.e., 911 Tandem offices) that serve the areas in which AWS provides Exchange Services, for the provision of 911/E-911 services and for access to all subtending PSAPs. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured as a 2-wire analog interface or as part of a digital (1.544 Mbps) interface in which all circuits are dedicated to 911 traffic. Either configuration shall use Centralized Automatic Message Accounting ("CAMA") type signaling with multi-frequency (MF) tones that will deliver Automatic Number Identification ("ANI") with the voice portion of the call. GTE will provide AWS with the appropriate CLLI (Common Language Location Identifier) Codes and specifications of the Tandem office serving area or the location of the primary Public Safety Answering Point (PSAP) when there is no 911 routing in that 911 district. If a Central Office of AWS serves end-users in an area served by more than one (1) GTE 911/E-911 selective router, AWS will install a minimum of two (2) dedicated trunks in accordance with this Section to each of such 911/E-911 selective routers or primary PSAP.
 - 3.2 Transport. If AWS desires to obtain transport from GTE to the GTE 911 selective routers, AWS may purchase such transport from GTE at the rates set forth in Appendix B.
 - 3.3 Cooperation and Level of Performance. The Parties agree to provide access to 911/E-911 in a manner that is transparent to the end-user. The Parties will work together to facilitate the prompt, reliable and efficient interconnection of AWS's systems to the 911/E-911 platforms, with a level of performance that will provide the same grade of service as that which GTE provides to its own end-users. To this end, GTE will provide

documentation to AWS showing the correlation of its Rate Centers to its E-911 Tandems at rates set forth in Appendix B .

3.4 Basic 911 and E-911 General Requirements:

- 3.4.1 Basic 911 and E-911 provides a caller access to the appropriate emergency service bureau by dialing a 3-digit universal telephone number (911).
- 3.4.2 Where GTE has a 911 selective router installed in the network serving the 911 district, GTE shall use subscriber data derived from the Automatic Location Identification/Database Management System (ALI/DMS) to selectively route the 911 call to the PSAP responsible for the caller's location.
- 3.4.3 All requirements for E-911 also apply to the use of SS7 as a type of signaling used on the interconnection trunks from the Central Office to an End Office or a selective router.
- 3.4.4 Basic 911 and E-911 functions provided to AWS shall be at least at parity with the support and Services that GTE provides to its subscribers for such similar functionality.
- 3.4.5 Basic 911 and E-911 access from local switching shall be provided to AWS in accordance with the following:
 - 3.4.5.1 GTE and AWS shall conform to all state regulations concerning emergency services.
 - 3.4.5.2 For E-911, both AWS and GTE shall use their respective service order processes to update access line subscriber data for transmission to the database management systems. Validation will be done via MSAG comparison listed in Section 3.4.5.5.
 - 3.4.5.3 If legally required by the appropriate jurisdiction, GTE shall provide or overflow 911 traffic to be routed to GTE operator services or, at AWS's discretion, directly to AWS operator services.
 - 3.4.5.4 Basic 911 and E-911 access from the AWS Central Office shall be provided from GTE to AWS in accordance with the following:
 - 3.4.5.4.1 If required by AWS and Currently Available, GTE shall interconnect direct trunks from the AWS network to the E-911 PSAP, or to the E-911 selective routers as designated by AWS. Such trunks may alternatively be provided by AWS.
 - 3.4.5.4.2 In government jurisdictions where GTE has obligations under existing agreements as the primary provider of the 911 System to the county (i.e., "lead telco"), AWS shall participate in the provision of the 911 System as follows:
 - 3.4.5.4.2.1 Each Party shall be responsible for those portions of the 911 System for which it has control, including any necessary maintenance to each Party's portion of the 911 System.
 - 3.4.5.4.2.2 AWS and GTE recognize that the lead telco in a 911 district has the responsibility of maintaining the ALI database for that district. Each company will provide its access line subscriber records to the database organization of that lead telco. AWS and GTE will be responsible for correcting errors when notified by either the 911 district or its customer, and then submitting the corrections to the lead telco. Lead telco database responsibilities are covered in Section 3.4.5.5 of this Article.
 - 3.4.5.4.2.3 AWS shall have the right to verify the accuracy of information regarding AWS customers in the ALI database using methods and procedures mutually agreed

to by the Parties. The fee for this service shall be determined based upon the agreed upon solution.

- 3.4.5.4.3 If a third party is the primary service provider to a 911 district, AWS shall negotiate separately with such third party with regard to the provision of 911 service to the agency. All relations between such third party and AWS are totally separate from this Agreement and GTE makes no representations on behalf of the third party.
- 3.4.5.4.4 If AWS or Affiliate is the primary service provider to a 911 district, AWS and GTE shall negotiate the specific provisions necessary for providing 911 service to the agency and shall include such provisions in an amendment to this Agreement.
- 3.4.5.4.5 Interconnection and database access shall be at rates as set forth in Appendix B.
- 3.4.5.4.6 GTE shall comply with established, competitively neutral intervals for installation of facilities, including any collocation facilities, diversity requirements, etc.
- 3.4.5.4.7 In a resale situation, where it may be appropriate for GTE to update the ALI database, GTE shall update such database with AWS data in an interval no less than is experienced by GTE subscribers, or than for other carriers, whichever is faster, at no additional cost.
- 3.4.5.5 The following are Basic 911 and E-911 Database Requirements:
 - 3.4.5.5.1 The ALI database shall be managed by GTE, but is the property of GTE and any participating LEC or AWS which provides their records to GTE.
 - 3.4.5.5.2 Copies of the MSAG shall be provided within five (5) Business Days after the date the request is received and provided on diskette or paper copy at the rates set forth in Appendix B.
 - 3.4.5.5.3 AWS shall be solely responsible for providing AWS database records to GTE for inclusion in GTE's ALI database on a timely basis.
 - 3.4.5.5.4 GTE and AWS shall arrange for the automated input and periodic updating of the E-911 database information related to AWS end-users. GTE shall work cooperatively with AWS to ensure the accuracy of the data transfer by verifying it against the Master Street Address Guide (MSAG). GTE shall accept electronically transmitted files or magnetic tape that conform to National Emergency Number Association (NENA) Version #2 format.
 - 3.4.5.5.5 AWS shall assign an E-911 database coordinator charged with the responsibility of forwarding AWS end-user ALI record information to GTE or via a third-party entity, charged with the responsibility of ALI record transfer. AWS assumes all responsibility for the accuracy of the data that AWS provides to GTE.
 - 3.4.5.5.6 GTE shall update the database within one (1) Business Day of receiving the data from AWS. If GTE detects an error in the AWS provided data, the data shall be returned to AWS within one day from when it was provided to GTE. AWS shall respond to requests from GTE to make corrections to database record errors by uploading corrected records within one day. Manual entry shall be allowed only in the event that the system is not functioning properly.
 - 3.4.5.5.7 GTE agrees to treat all data on AWS subscribers provided under this Agreement as strictly confidential and to use data on AWS subscribers only for the purpose of providing E-911 services.

- 3.4.5.5.8 GTE shall adopt use of a Carrier Code (NENA standard five-character field) on all ALI records received from AWS. The Carrier Code will be used to identify the carrier of record in NP configurations. The NENA Carrier Code for AWS is "AWS"; the NENA Carrier Code for GTE is "GTE."
- 3.4.5.6 GTE and AWS will comply with the following requirements for network performance, maintenance and trouble notification.
 - 3.4.5.6.1 Equipment and circuits used for 911 shall be monitored at all times. Monitoring of circuits shall be done to the individual trunk level. Monitoring shall be conducted by GTE for trunks between the selective router and all associated PSAPs.
 - 3.4.5.6.2 Repair service shall begin immediately upon report of a malfunction. Repair service includes testing and diagnostic service from a remote location, dispatch of or in-person visit(s) of personnel. Where an on-site technician is determined to be required, a technician will be dispatched without delay.
 - 3.4.5.6.3 GTE shall notify AWS forty-eight (48) hours in advance of any scheduled testing or maintenance affecting AWS 911 service. GTE shall provide notification as soon as possible of any unscheduled outage affecting AWS 911 service.
 - 3.4.5.6.4 All 911 trunks must be capable of transporting Baudot Code necessary to support the use of Telecommunications Devices for the Deaf (TTY/TDDs).
- 3.4.5.7 Basic 911 and E-911 Additional Requirements
 - 3.4.5.7.1 All AWS lines that have been ported via INP shall reach the correct PSAP when 911 is dialed. Where GTE is the lead telco and provides the ALI, the ALI record will contain both the AWS number and GTE ported number. The PSAP attendant shall see both numbers where the PSAP is using a standard ALI display screen and the PSAP extracts both numbers from the data that is sent. GTE shall cooperate with AWS to ensure that 911 service is fully available to all AWS end-users whose telephone numbers have been ported from GTE, consistent with State provisions.
 - 3.4.5.7.2 AWS and GTE shall be responsible for reporting all errors, defects and malfunctions to one another. GTE and AWS shall provide each other with a point of contact for reporting errors, defects, and malfunctions in the service and shall also provide escalation contacts.
 - 3.4.5.7.3 AWS may enter into subcontracts with third parties, including AWS Affiliates, for the performance of any of AWS's duties and obligations stated herein.
 - 3.4.5.7.4 Where GTE is the lead telco, GTE shall provide ~~AWS~~ notification of any pending selective router moves within at least ninety (90) days in advance.
 - 3.4.5.7.5 Where GTE is the lead telco, GTE shall establish a process for the management of Numbering Plan Area (NPA) splits by populating the ALI database with the appropriate new NPA codes.
 - 3.4.5.7.6 Where GTE is the lead telco, GTE shall provide the ability for AWS to update 911 database with end-user information for lines that have been ported via INP or LNP.
- 3.4.6 Basic 911 and E-911 Information Exchanges and interfaces. Where GTE is the lead telco:
 - 3.4.6.1 GTE shall provide AWS access to the ALI Gateway which interfaces to the ALI/DMS database. GTE shall provide error reports from the ALI/DMS database to AWS within one

(1) day after AWS inputs information into the ALI/DMS database. Alternately, AWS may utilize GTE or a third-party entity to enter subscriber information into the database on a demand basis, and validate subscriber information on a demand basis. The rates are set forth in Appendix B.

- 3.4.6.2 GTE and AWS shall arrange for the automated input and periodic updating of the E-911 database information related to AWS end-users. GTE shall work cooperatively with AWS to ensure the accuracy of the data transfer by verifying it against the Master Street Address Guide (MSAG). GTE shall accept electronically transmitted files or magnetic tape that conform to National Emergency Number Association (NENA) Version #2 format.
- 3.4.6.3 Updates to MSAG. Upon receipt of an error recording an AWS subscriber's address from GTE, and where GTE is the lead telco, it shall be the responsibility of AWS to ensure that the address of each of its end-users is included in the Master Street Address Guide (MSAG) via information provided on AWS's LSR or via a separate feed established by AWS pursuant to Section 3.4.5.7 of this Article.
- 3.4.6.4 The ALI database shall be managed by GTE, but is the property of GTE and all participating telephone companies. The interface between the E-911 Switch or Tandem and the ALI/DMS database for AWS subscriber shall meet industry standards.

3.5 Compensation.

- 3.5.1 In situations in which GTE is responsible for maintenance of the 911/E-911 database and can be compensated for maintaining AWS's information by the municipality, GTE will seek such compensation from the municipality. AWS will compensate GTE for such maintenance of the 911/E-911 database only if and to the extent that GTE is unable to obtain such compensation from the municipality. GTE shall charge AWS a portion of the cost of the shared 911/E-911 selective router as set forth in Appendix B.
- 3.5.2 For states where GTE bills and keeps the 911 surcharges, AWS will bill its access line subscribers the 911 surcharge that is currently in effect and remit that charge to GTE. Payments to GTE are due within thirty (30) days of AWS's payment due date from its access line subscribers and will be identified as "911 Surcharge Payment for the month of (list appropriate month)" as a separate line item in the remittance documentation.
- 3.5.3 For all states (except Hawaii and Ohio), including Michigan's Operational Surcharge, where GTE bills and remits the 911 surcharges, less an administrative fee of one to three percent, to the 9-1-1 district, AWS will bill its access line subscribers the 9-1-1 surcharge that is currently in effect and remit that charge to that government agency. GTE will have no responsibility in billing or remitting surcharges that apply to AWS's access line subscribers.
- 3.5.4 Should the 9-1-1 surcharge fee change, GTE will promptly inform AWS of that change so that AWS may conform to the new rate(s).

3.6 Liability. GTE will not be liable for errors with respect to 911/E-911 services except for its gross negligence as addressed in applicable tariffs.

4. Information Services Traffic.

- 4.1 Routing. Each Party shall route traffic for Information Services (i.e. 900-976, weather lines, sports lines, etc.) which originates on its network to the appropriate information Service Platform.
- 4.2 Recording. The Party on whose network the Information Services traffic originated (the "Originating Party") shall provide the recorded call detail information to the Party to whose information platform the Information Services traffic terminated (the "Terminating Party").
- 4.3 Rating. The Terminating Party shall provide to the Originating Party all rating information necessary to bill the Information Services traffic to the Originating Party's end users pursuant to the Terminating Party's agreement(s) with each information provider.
- 4.4 Billing and Collection. The Originating Party shall bill and collect such Information Service charges and shall remit the amounts collected to the Terminating Party less:

- (a) a mutually agreed upon fee for providing billing and collection of the Information Service charges; and
- (b) any uncollectibles reserve, which shall be calculated based on the uncollectibles reserve in the Terminating Party's billing and collection agreement with the applicable Information Services provider; and
- (c) any customer adjustment provided by the Originating Party.

4.5 Blocking. Nothing in this Agreement shall restrict either Party from offering to its end user customers the ability to block the completion of information service traffic.

5. Dialing Format Changes. GTE will provide reasonable notification to AWS of changes to local dialing format, *i.e.*, 7 to 10 digit, by End Office.

6. Directory Assistance (DA) and Operator Services. At AWS's request, GTE will provide to AWS directory assistance services and/or operator services pursuant to applicable tariffs or separate contracts to be negotiated in good faith between the Parties.

7. Directory Listings and Directory Distributions. AWS will be required to negotiate a separate agreement for directory listings and directory distribution, except as set forth below, with GTE's directory publishing company.

7.1 Listings. AWS agrees to supply GTE on a regular scheduled basis, at no charge, and in a mutually agreed upon format (e.g. Ordering and Billing Forum developed), all listing information for AWS's subscribers who wish to be listed in any GTE published directory for the relevant operating area. Listing information will consist of names, addresses (including city, state and zip code) and telephone numbers. Nothing in this Agreement shall require GTE to publish a directory where it would not otherwise do so.

Listing in a given directory will be in accordance with GTE's solely determined directory configuration, scope and schedules, and listing will be treated in the same manner as GTE's listings.

7.2 Distribution. Upon directory publication, GTE will arrange for the initial distribution of the directory to AWS for delivery by AWS to its customers within the GTE coverage area at no charge.

AWS will supply GTE in a timely manner with all required subscriber mailing information including non-listed and non-published subscriber mailing information, to enable GTE to perform its distribution responsibilities.

IN WITNESS WHEREOF, each Party has executed this Agreement to be effective as of the date first above written.

GTE NORTH INCORPORATED

AT&T WIRELESS SERVICES, INC.

By _____ By _____

Name _____ Name _____

Title _____ Title _____

Date _____ Date _____

APPENDIX A
RATES AND CHARGES FOR
TRANSPORT AND TERMINATION OF TRAFFIC

General. The rates contained in this Appendix A are the rates as defined in Article IV and are subject to change resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine GTE's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered GTE costs (including GTE's interim Universal Service Support Surcharge)), the establishment of a competitively neutral universal service system, or any appeal or other litigation.

LOCAL TRANSPORT AND TERMINATION RATES

A. Transport and Termination Rate

Tandem Rate per MOU: \$0.0045

This rate is reciprocal and symmetrical for Local Traffic exchanged between GTE and AWS and applies for all Local Traffic MOUs exchanged at a POI associated with a GTE Tandem. This rate is subject to adjustment in accordance with Section 48 of Article III of this Agreement.

End Office Rate MOU: \$0.0030

This rate is reciprocal and symmetrical for Local Traffic exchanged between GTE and AWS and applies for all Local Traffic MOUs exchanged at a POI associated with a GTE End Office. This rate is subject to adjustment in accordance with Section 48 of Article III of this Agreement.

B. Tandem Switching Rate (Transiting)

Rate applied per MOU: \$.0025

This rate applies to all MOUs exchanged between AWS and another Local Provider through facilities of GTE. Rate based on most current GTE cost studies.

BILLING FACTORS

A. Terminating Traffic Factors:

20%	GTE to AWS
80%	AWS to GTE
100%	Total Two-way Usage

The Terminating Traffic Factors describe the level of local usage originating from one Party and terminating to the other Party as a percentage of total 2-way local traffic exchanged between the Parties. For example, a factor of 90% for GTE would mean that, of total 2-way local MOUs exchanged between GTE and AWS, 90% originated from a AWS wireless end user customer and terminated to a GTE end user customer. These factors are used to apportion flat rated transport facilities between the Parties and may be used where needed as a billing surrogate. These factors are subject to change based upon mutually acceptable traffic data on no less than a semi-annual basis. If factors are not updated semi-annually, the Parties shall use the last previously established factors.

B. Transiting Factor: 1% GTE Transited

The Transiting Factor is used to determine the amount of traffic to or from AWS that transits the GTE network. The Transiting Factor is used when needed to quantify transiting traffic for billing purposes, i.e., when recorded billing data is not sufficiently available. When applied to AWS originated traffic, the Transiting Factor determines the transiting traffic that was generated by AWS. When applied to AWS terminated traffic, the Transiting Factor determines the portion of traffic terminating to AWS that was not originated by GTE. This factor is subject to change based upon mutually acceptable traffic data no more frequently than semi-annually. If the factor is not updated semi-annually, the Parties shall use the last previously established factor.

C. PLU: 100%

The Percent Local Usage (PLU) Factor describes the portion of Local Traffic exchanged between the Parties that both originated and terminated within the same local calling area (MTA) and within the same LATA. This Local Traffic Factor applies to both originating and terminating MOUs.

D. Exempt Traffic Factor: 0%

The Exempt Traffic Factor describes the portion of traffic exchanged between the Parties over local Interconnection Facilities that is exempt from local compensation. This factor will be used for billing between the Parties until actual exempt usage can be measured. This factor is subject to change based upon mutually acceptable traffic data no more frequently than every six (6) months. If the factor is not updated semi-annually, the Parties shall use the last previously established factor.

BLOCKS OF 100 NUMBERS

Installation Charge per 100 Numbers	\$66.75
Usage Compensation to AWS, per Month, per Trunk	\$ 5.00

Blocks of 100 numbers are made available only to CMRS providers under the terms and conditions of this Agreement. The Installation Charge applies to new blocks of numbers provided pursuant to this Agreement. Only full blocks of 100 numbers will be provided. Number blocks are used in association with End Office Interconnection Facilities obtained by AWS. AWS is solely responsible for the costs of Interconnection Facilities used in conjunction with blocks of 100 numbers. The Usage Compensation rate is the sole compensation to AWS for Local Traffic terminating to AWS over this interconnection arrangement. It applies per month, per DS0 trunk or equivalent.

APPENDIX B
RATES AND CHARGES FOR 911/E-911 ARRANGEMENTS

I. The following Services are offered by GTE for purchase by AWS for Interconnection, where an individual item is not superseded by a tariffed offering.

	<u>NRC</u>	<u>MRC</u>
A. 911 Selective Router Map	\$125.00	N/A
<p>Provided is a color map showing a selective router's location and the GTE Central Offices that send 911 calls to it. The selective router and Central Office information will include CLLI codes and NPA/NXXs served. The map will include boundaries of each Central Office and show major streets and the county boundary. Permission to reproduce by AWS for its internal use is granted without further fee. Non-tariffed price.</p>		
B. 911 Selective Router Pro-Rata Fee/trunk	\$0	\$100.77
<p>This fee covers the cost of selective routing switch capacity per trunk to cover investment to handle the additional capacity without going to the 911 districts for additional funding.</p>		
C. PS ALI Software	\$790.80	
<p>A personal computer software program running on Windows 3.1™ for formatting subscriber records into NENA Version #2 format to create files for uploading to GTE's ALI Gateway. Fee includes software, warranty and 1 800 872-3356 support at no additional cost.</p>		
D. ALI Gateway Service	\$135.00	\$36.12
<p>Interface for delivery of ALI records to GTE's Data Base Management System. This provides a computer access port for AWS to transmit daily subscriber record updates to GTE for loading into ALI databases. It includes support at 1 800 872-3356 at no additional cost.</p>		
E. 911 Interoffice Trunk	Tariff	Tariff
<p>This is a tariffed offering, to be found in each state's Emergency Number Service Tariff.</p>		
F. ALI Database	Tariff	Tariff
<p>This is a tariffed offering, to be found in each state's Emergency Number Service Tariff.</p>		
G. Selective Router Database per Record Charge	Tariff	Tariff
<p>Fee for each ALI record used in a GTE selective router. This is a tariffed offering, to be found in each state's Emergency Number Service Tariff.</p>		
H. MSAG Copy		
<p>Production of one copy of a 911 Customer's Master Street Address Guide, postage paid.</p>		
a. Copy provided in paper format	\$238.50	\$54.00

b. Copy provided in flat ASCII file on a 3½" diskette

NRC
\$276.00

MRC
\$36.00

PENNSYLVANIA APPENDIX 1¹
V1.0

I. Rates and Charges for Transport and Termination of Traffic²

A Reciprocal Compensation Traffic Termination

Reciprocal Compensation Traffic End Office Rate: **\$0.0030000**♦ per minute of use.

Reciprocal Compensation Traffic Tandem Rate: **\$0.0079536**♦ per minute of use.

B The Tandem Transit Service Charge is **\$0.0047856**♦ per minute of use.

Transit Service Billing Fee – Five percent (5%) of the Tandem Transit Traffic Service Charges assessed during the billing period for Tandem Transit Traffic exchanged with the relevant third party carriers.

Transit Service Trunking Charge (for each relevant third party carrier) – For each DS1 equivalent volume³ (or portion thereof) of Tandem Transit Traffic exchanged with the relevant third party carrier during a monthly billing period: an amount equal to the total monthly rate for 24 channels (DS1 equivalent) for Switched Access, Access Tandem Dedicated Trunk Port DS1, as set forth in Verizon Tariff FCC No. 14, as amended from time to time.

C Entrance Facility and Transport for *Interconnection Charges*: **See *Intrastate Special Access Tariff***.

¹ Certain of the rates and charges set forth within, as indicated by a "diamond" (♦), are arbitrated rates taken from the previously arbitrated Interconnection, Resale and Unbundling Agreement between GTE and AT&T Communications, which was approved by the Commission in an Interim Order dated December 5, 1996, in Docket A-310125F0002. Verizon has agreed to use and to incorporate herein such arbitrated rates subject to the following: The Parties expressly agree (1) that such arbitrated rates shall not be deemed to have been voluntarily negotiated by the Parties, and (2) that, for purposes of calculating Reciprocal Compensation Traffic, the arbitrated rates shall not apply to Internet Traffic. The foregoing shall not, in any way, limit any other term, condition, limitation or reservation of right in the Terms that applies to rates, including, but not limited to the Reservation of Rights language of the Terms. The Parties further agree that the Commission's Order in Docket A-310125F0002, to the extent such Order established the arbitrated rates, shall be deemed an arbitration decision associated with the Terms.

² All rates and charges specified herein are pertaining to the Interconnection provision of the Terms.

³ A CCS busy hour equivalent of 200,000 combined minutes of use.

II. Blocks Of 100 Numbers

Installation Charge per 100 Numbers \$75.00

Usage Compensation to BLEWS, per Month, per Trunk \$5.00

Blocks of 100 numbers are made available only to CMRS providers under the terms and conditions of this Agreement. The Installation Charge applies to new blocks of numbers provided pursuant to this Agreement. Only full blocks of 100 numbers will be provided. Number blocks are used in association with end office interconnection facilities obtained by BLEWS. BLEWS is solely responsible for the costs of interconnection facilities used in conjunction with blocks of 100 numbers. The Usage Compensation rate is the sole compensation to BLEWS for Reciprocal Compensation Traffic terminating to BLEWS over this interconnection arrangement. It applies per month, per DS0 trunk or equivalent.

**FIRST AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
VERIZON NORTH INC., F/K/A GTE NORTH INCORPORATED
AND
AT&T WIRELESS SERVICES, INC.**

THIS FIRST AMENDMENT to Interconnection Agreement (the "Agreement") which became effective October 6, 1999, is by and between Verizon North Inc., f/k/a GTE North Incorporated ("Verizon") and AT&T Wireless Services, Inc. ("AWS"), Verizon and AWS being referred to collectively as the "Parties" and individually as a "Party". This First Amendment covers services in the state of Pennsylvania (the "State").

WHEREAS, the Agreement was approved by the Commission's Order dated December 18, 1999 in Docket No. A-310518; and

WHEREAS, subsequent to the approval of the Agreement, AWS and Verizon agreed to amend the Agreement; and

WHEREAS, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement; and

NOW, THEREFORE, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Article V, Section 7.2 of the Agreement which stated:

Distribution. Upon directory publication, GTE will arrange for the initial distribution of the directory to AWS for delivery by AWS to its customers within the GTE coverage area at no charge.

AWS will supply GTE in a timely manner with all required subscriber mailing information including non-listed and non-published subscriber mailing information, to enable GTE to perform its distribution responsibilities.

Is hereby deleted and replaced with the following language:

Distribution. Upon directory publication, Verizon will arrange for the initial distribution of the directory to service subscribers in the directory coverage area at no charge in the same manner it provides initial distribution of such directories to its own Customers.

AWS will supply Verizon in a timely manner with all required subscriber mailing information including non-listed and non-published subscriber mailing information, to enable Verizon to perform its distribution responsibilities.

2. If any provision in the Agreement conflicts with this First Amendment, this First Amendment shall control.
3. By execution of this First Amendment, the Agreement shall continue in effect in accordance with, and subject to, the term and termination provisions of the Agreement.

IN WITNESS WHEREOF, each Party has executed this First Amendment and it shall be effective upon execution by both Parties.*

**VERIZON NORTH INC.
F/K/A GTE NORTH INCORPORATED**

AT&T WIRELESS SERVICES, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

* Verizon has agreed to allow this Amendment to become effective upon execution in order to permit AWS to proceed with implementation of its competitive business strategies and plans prior to the approval of the Amendment by the Commission. Notwithstanding the possible rejection or modification of this Agreement by the Commission, the Parties agree that all of their obligations and duties hereunder shall remain in full force and effect pending the final disposition of the Commission review and approval process.

AMENDMENT NO. 2
to the
INTERCONNECTION AGREEMENT
between
VERIZON NORTH INC.
and
AT&T WIRELESS SERVICES, INC.
FOR PENNSYLVANIA

This Amendment No. 2 (this "Amendment") is effective June 14, 2001 ("Amendment Effective Date") by and between Verizon North Inc., f/k/a GTE North Incorporated ("Verizon"), and AT&T Wireless Services, Inc. ("AWS"). (Verizon and AWS may hereinafter be referred to, each individually, as a "Party," and, collectively, as the "Parties").

WITNESSETH:

WHEREAS, Verizon and AWS are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934 (the "Act") for Pennsylvania, which was effective November 6, 1999 (the "Agreement"); and

WHEREAS, on April 18, 2001, in the 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 and 99-68 ("Order"), the Federal Communications Commission affirmed its prior determination that Internet traffic is not subject to reciprocal compensation under Section 251(b)(5) of the Act, but exercised its authority under Section 201 of the Act to establish a transitional plan for intercarrier compensation for Internet traffic; and

WHEREAS, in accordance with the Order, Verizon has elected to offer an optional reciprocal compensation rate plan for traffic subject to Section 251(b)(5) of the Act, under which such traffic exchanged between Verizon and a local exchange carrier or CMRS provider in a given state will be subject to compensation at the same rate applicable to intercarrier compensation for Internet traffic in that state under the terms of the Order; and

WHEREAS, AWS has elected to amend the Agreement to accept the optional reciprocal compensation rate plan for traffic subject to Section 251(b)(5) of the Act being offered by Verizon;

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

1. Amendment to Agreement. Effective as of the Amendment Effective Date, the Agreement is amended as follows:

1.1 Notwithstanding any other provision of the Agreement, the following provisions shall apply to and be a part of the Agreement:

1.1.1 Reciprocal Compensation Rates:

1.1.1.1 Appendix A of the Agreement is amended by deleting from the section "Local Transport and Termination Rates" Paragraph A, "Transport and Termination Rate," and replacing Paragraph A with the following:

"A. Local Traffic Transport and Termination Rate

June 14, 2001 through December 13, 2001 -- \$0.0015 per minute of use;

December 14, 2001 through June 13, 2003 -- \$0.0010 per minute of use; and

June 14, 2003 and thereafter -- \$0.0007 per minute of use."

1.1.1.2 The rates provided for in Section 1.1.1.1 above shall apply to the Parties in an equal and symmetrical manner.

1.1.1.3 The reciprocal compensation rates billed by AWS to Verizon shall not exceed the reciprocal compensation rates billed by Verizon to AWS.

1.1.1.4 The rates provided for in Section 1.1.1.1 above shall apply until such time as they are replaced prospectively by new rates as may be approved or allowed into effect from time to time by the Commission pursuant to FCC orders and FCC regulations, or by the FCC, subject to a stay or other

order issued by any court of competent jurisdiction.

- 1.1.2 Reciprocal compensation shall not apply to traffic that is not subject to reciprocal compensation under Section 251(b)(5) of the Act.
- 1.1.3 "Internet Traffic" means any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission.
- 1.1.4 Local Traffic does not include any Internet Traffic.
- 1.1.5 Reciprocal compensation shall not apply to Internet Traffic. The Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of Internet Traffic shall be governed by the terms of the Order and other applicable FCC orders and FCC regulations.
- 1.1.6 The determination of whether traffic is Local Traffic or Internet Traffic shall be performed in accordance with Paragraphs 8 and 79, and other applicable provisions, of the Order (including, but not limited to, in accordance with the rebuttable presumption established by the Order that traffic delivered to a carrier that exceeds a 3:1 ratio of terminating to originating traffic is Internet Traffic, and in accordance with the process established by the Order for rebutting such presumption before the Commission).
- 1.1.7 A Party shall not be obligated to pay any intercarrier compensation for Internet Traffic that is in excess of the intercarrier compensation for Internet Traffic that such Party is required to pay under the Order and other applicable FCC orders and FCC regulations.

2. Termination. Each Party shall have the right to terminate this Amendment by written notice to the other Party, if: (a) the Order is stayed or vacated in whole by the FCC or another governmental entity of competent jurisdiction; or, (b) the Order is stayed or vacated in part, or modified, by the FCC or another governmental entity of competent jurisdiction, in any way that is material to this Amendment (including, but not limited to, if there is a change in the intercarrier compensation rates for ISP-bound traffic, or in the "mirroring" rule). The termination shall be effective upon receipt of the notice of termination by the other Party. In the event of such termination of this Amendment, the language of the Agreement, on a prospective basis, effective with the effective date of the termination, shall revert to the language of the Agreement (including any other amendments to the Agreement entered into by the Parties on, before or after the Amendment Effective Date) as it would have existed if this Amendment had not been entered into by the Parties. The provisions of this Section 2 shall be in addition to and not in limitation of any other provisions of the Agreement (including, but not limited to,

Article III Section 33, "Changes in Legal Requirements," and Article III Section 41, "Subsequent Law") that might apply if the Order is stayed, vacated or modified.

3. Scope of Amendment. Except to the extent set forth in Section 1 of this Amendment, the rates, charges and other provisions of the Agreement shall remain in full force and effect after the Amendment Effective Date. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement. The dates shown in Section 1.1.1.1 above are not intended to modify the term of the Agreement or to affect either Party's right to exercise any right of termination it may have under the Agreement.

4. Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the rates, charges and other provisions of the Agreement to the extent necessary to give effect to the rates, charges and other provisions of this Amendment. In the event of a conflict between a rate, charge or other provision of this Amendment and a rate, charge or other provision of the Agreement, this Amendment shall govern.

5. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered by their duly authorized representatives as of the Amendment Effective Date.

AT&T Wireless Services, Inc.

Verizon North Inc.

By: _____

By: _____

Printed: _____

Printed: Jeffrey A. Masoner

Title: _____

Title: Vice-President - Interconnection Services Policy & Planning