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PENDING JUDICIAL REVIEW OF THE FCC
INTERCONNECTION REGULATIONS OR ANY STAY THEREOF***

**INTERCONNECTION AGREEMENT FOR BROADBAND COMMERCIAL MOBILE
RADIO SERVICE (CMRS) UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996**

Dated as of _____

by and between

BELL ATLANTIC- PENNSYLVANIA, INC.

and

**CELLCO PARTNERSHIP, doing business as
BELL ATLANTIC NYNEX MOBILE**

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**INTERCONNECTION AGREEMENT FOR BROADBAND COMMERCIAL MOBILE
RADIO SERVICE (CMRS) UNDER SECTIONS 251 AND 252 OF
THE TELECOMMUNICATIONS ACT OF 1996**

This Interconnection Agreement (the "Agreement") under Sections 251 and 252 of the Telecommunications Act of 1996, is effective as of the date this Agreement is approved by the Pennsylvania Public Utility Commission ("the Effective Date"), by and between Bell Atlantic-Pennsylvania, Inc. ("BA"), a Pennsylvania corporation with offices at 1717 Arch Street, Philadelphia, Pennsylvania 19103, and Cellco Partnership, on behalf of itself and the partnerships it manages listed on the signature page, a Delaware general partnership, d.b.a. Bell Atlantic NYNEX Mobile ("BANM") with offices at 180 Washington Valley Road, Bedminster, New Jersey 07921..

WHEREAS, BA and BANM (individually, a "Party" and collectively, the "Parties") intend to interconnect their networks at mutually agreed upon points of interconnection to provide local Telecommunications Services (as defined below) to their respective customers;

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties interconnect their networks and provide other services as required by the Act (as defined below) and additional services as set forth herein;

WHEREAS, the Parties agree this Agreement shall supersede any existing interconnection and traffic interchange agreement, as amended, between them; and

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BANM and BA hereby agree as follows:

This Agreement sets forth the terms, conditions and pricing under which the Parties will offer and provide to each other network Interconnection, access to Network Elements, and ancillary services within the areas in which they both operate within the Commonwealth of Pennsylvania. As such, this Agreement is an integrated package that reflects a balancing of interests critical to the Parties. It will be submitted to the Pennsylvania Public Utility Corporation Commission and the Parties will specifically request that the Commission refrain from taking any action to change, suspend or otherwise delay implementation of the Agreement. So long as the Agreement remains in effect, neither Party shall advocate before any legislative, regulatory, or other public forum that any term of this Agreement be modified or eliminated, unless such Party is, pursuant to Section 252(I) of the Act or Section 23.11 hereof, seeking terms provided to another carrier, or as otherwise mutually agreed by the Parties.

1.0 DEFINITIONS.

As used in this Agreement, the following terms shall have the meanings specified below in this Section 1.0.

1.1 "Act" means the Communications Act of 1934 (47 U.S.C. 151 et. seq.), as amended, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

1.2 "ADSL" or "Asymmetrical Digital Subscriber Line" means a transmission technology which transmits an asymmetrical digital signal of up to 6 mbps to the Customer and up to 640 kbps from the Customer.

1.3 "Agreement" means this Interconnection Agreement under Sections 251 and 252 of the Act and all Exhibits and Schedules appended hereto.

1.4 "Ancillary Traffic," means all traffic that is destined for ancillary services, or that may have special billing requirements, including but not limited to the following: LSV/VCI, Directory Assistance, 911/E911, Operator Services (call completion), 800/888 database query, LIDB, and information services requiring special billing.

1.5 "Applicable Laws" means all State or Federal laws, regulations, and orders applicable to each Party's performance of its obligations hereunder.

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

1.7 "As Described in the Act" means as described in or required by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

1.7A "Broadband Commercial Mobile Radio Service" or Broadband "CMRS" means an interconnected two way, point-to-point, simultaneous full duplex wireless service offered for profit to the public or such classes of eligible users as to be effectively available to a substantial portion of the public. BANM is a Broadband CMRS provider. Hereinafter, Broadband CMRS will be referred to as "CMRS".

1.8 "Automatic Number Identification" or "ANI" means a Feature Group D signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party.

1.9 "Calling Party Number" or "CPN" is a Common Channel Signaling ("CCS") parameter which refers to the number transmitted through a network identifying the calling party.

1.10 "Central Office Switch" means a switch used to provide Telecommunications Services, including, but not limited to:

(a) "End Office Switch" or "End Office" which is used to terminate Customer station Loops for the purpose of interconnection to each other and to trunks;

(b) "Tandem Switch" or "Tandem Office" which is a switching entity that is used to connect and switch trunk circuits between and among End Office Switches and between and among End Office Switches and carriers' aggregation points, points of termination, or points of presence. An "Access Tandem Office" or "Access Tandem" is a Tandem Office that also has billing and recording capabilities to provide Switched Exchange Access Services; and

(c) "Mobile Switching Center" or "MSC" which is defined below and is used to terminate Customer mobile wireless services for the purpose of interconnection to each other and to trunks.

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

1.11 [Reserved]

1.12 "CLASS Features" means certain CCS-based features available to Customers including, but not limited to: Automatic Call Back; Call Trace; Caller Identification, and future offerings.

1.13 "Collocation" means an arrangement whereby one Party's (the "Collocating Party") equipment or transmission facilities necessary for Interconnection or for access to Network Elements offered by the second Party on an unbundled basis are installed and maintained at the premises of a second Party (the "Housing Party"). For purposes of Collocation, the "premises" of a Housing Party is limited to a Housing Party Wire Center, other mutually agreed-upon locations of the Housing Party, or any other location for which Collocation has been ordered by the FCC or Commission. Collocation may be "physical" or "virtual". In "Physical Collocation," the Collocating Party installs and maintains its own equipment in the Housing Party's premises. In "Virtual Collocation," the Housing Party owns, installs, and maintains equipment dedicated to use by the Collocating Party in the Housing Party's premises. BA currently provides Collocation under terms, rates, and conditions as described in tariffs on file or soon to be filed with the FCC and the Commission. Upon request by either Party, BA and BANM will address the provision of additional types of Collocation arrangements, including additional physical locations and alternative utilizations of space and facilities.

1.14 "Commission" means the Pennsylvania Public Utility Commission.

1.15 "Common Channel Signaling" or "CCS" means a method of transmitting call set-up and network control data over a digital signaling network separate from the public switched telephone network facilities that carry the actual voice or data traffic of the call. "SS7" means the Signaling System 7 common channel out of band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph ("CCITT") and the American National Standards Institute ("ANSI"). "CCSAC" or "CCSAS" means the common channel signaling

access connection or service, respectively, which connects one Party's signaling point of interconnection ("SPOI") to the other Party's STP for the exchange of SS7 messages.

1.15A "Connecting Circuit" means the facility used to interchange traffic between BA's system and BANM's interconnection point.

1.16 "Competing Local Exchange Carrier" or "CLEC" means any Local Exchange Carrier other than BA, operating as such in BA's certificated territory in Pennsylvania.

1.17 "Cross Connection" means a jumper cable or similar connection provided pursuant to Collocation at the digital signal cross connect, Main Distribution Frame or other suitable frame or panel between (i) the Collocating Party's equipment and (ii) the equipment or facilities of the Housing Party.

1.18 "Customer" means a third-party subscriber to Telecommunications Services provided by either of the Parties.

1.19 "Dialing Parity" is As Defined in the Act.

1.20 "Digital Signal Level" means one of several transmission rates in the time-division multiplex hierarchy.

1.21 "Digital Signal Level 0" or "DS0" means the 64 Kbps zero-level signal in the time-division multiplex hierarchy.

1.22 "Digital Signal Level 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

1.23 "Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

1.24 "Exchange Access" is As Defined in the Act.

1.25. "Exchange Message Record" or "EMR" means the standard used for exchange of telecommunications message information among Local Exchange Carriers for billable, non-billable, sample, settlement, and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, a Bell Communications Research, Inc. ("Bellcore") document that defines industry standards for Exchange Message Records.

1.26 [Reserved]

1.27 "FCC" means the Federal Communications Commission.

1.27A "FCC Regulations" means regulations published in 47 C.F.R. and the published Orders of the FCC, including the First Report and Order In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and Interconnection between Local Exchange and Commercial Mobile Radio Service Providers, CC Docket Nos. 96-98 and 95-185, adopted on August 1, 1996 and released on August 8, 1996, as these regulations may be amended from time to time.

1.28 "HDSL" or "High-Bit Rate Digital Subscriber Line" means a transmission technology which transmits up to 784 kbps simultaneously in both directions on a two-wire channel using a 2 Binary / 1 Quaternary ("2B1Q") line code.

1.29 "Independent Telephone Company" or "ITC" means any entity other than BA which, with respect to its operations within Pennsylvania, is an "Incumbent Local Exchange Carrier" As Described in the Act.

1.30 "Information Service Traffic" means Local Traffic or IntraLATA Toll Traffic which originates on a Telephone Exchange Service line and which is addressed to an information service provided over a Party's information services platform.

1.31 "Integrated Digital Loop Carrier" means a subscriber loop carrier system which integrates within the switch at a DS1 level that is twenty-four (24) loop transmission paths combined into a 1.544 Mbps digital signal.

1.32. "Integrated Services Digital Network" or "ISDN" means a switched network service providing end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN ("BRI-ISDN") provides for digital transmission of two 64 kbps bearer channels and one 16 kbps data and signaling channel (2B+D). Primary Rate Interface-ISDN ("PRI-ISDN") provides for digital transmission of twenty three (23) 64 kbps bearer channels and one 16 kbps data and signaling channel (23 B+D).

1.33 "Interconnection" is as Described in the Act, and means the connection of separate pieces of equipment or transmission facilities within, between, or among networks. The architecture of Interconnection may include, but is not limited to, Collocation Arrangements, and entrance facilities.

1.33A "Interconnection Point" or "IP" means a physical location where two networks are linked for the purpose of exchanging traffic.

1.34 "Interexchange Carrier" or "IXC" means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.

1.35 "Interim Number Portability" or "INP" means the use of existing and available call routing, forwarding, and addressing capabilities (e.g. remote call forwarding) to enable a Customer to receive Telephone Exchange Service provided by any Local Exchange Carrier or CMRS Provider operating within the exchange area with which the Customer's telephone number(s) is associated, without having to change the telephone number presently assigned to the Customer and regardless of

whether the Customer's chosen Local Exchange Carrier or CMRS Provider is the carrier that originally assigned the number to the Customer.

1.36 "InterLATA" is As Defined in the Act and does not include Local Traffic as defined in this Agreement.

1.36A "InterMTA Traffic" is CMRS traffic originated by a Customer of one Party on that Party's network in one MTA and terminated to a Customer of the other Party on that Party's network in another MTA. InterMTA Traffic is Toll Traffic.

1.37 "IntraLATA Toll Traffic" means those intraLATA calls that are not defined as Local Traffic in this Agreement.

1.37A "IntraMTA Traffic" is CMRS traffic originated by a Customer of one Party on that Party's network in an MTA and terminated to a Customer of the other Party on that Party's network in the same MTA in which the call originated. IntraMTA Traffic is Local Traffic.

1.38 "Line Side" means an End Office Switch connection that provides transmission, switching and optional features suitable for Customer connection to the public switched network, including loop start supervision, ground start supervision, and signaling for basic rate ISDN service.

1.39. "Line Status Verification" or "LSV" means an operator request for a status check on the line of a called party. The request is made by one Party's operator to an operator of the other Party. The verification of the status check is provided to the requesting operator.

1.40 "Local Access and Transport Area" or "LATA" is As Defined in the Act.

1.41 "Local Exchange Carrier" or "LEC" is As Defined in the Act.

1.42. "Local Serving Wire Center" means a Wire Center that (i) serves the area in which the other Party's or a third party's Wire Center, aggregation point, point of termination, or point of presence is located, or any Wire Center in the LATA in which the other Party's Wire Center, aggregation point, point of termination or point of presence is located in which the other Party has established a Collocation Arrangement or is purchasing an entrance facility, and (ii) has the necessary capabilities for providing transport services.

1.43 "Local Telephone Number Portability" or "LTNP" means "number portability" As Defined in the Act.

1.44 "Local Traffic" means IntraMTA Traffic.

1.44A "Major Trading Area" or "MTA" is as defined in 47 C.F.R. § 24.102 of the FCC Rules and Regulations.

1.45. "Main Distribution Frame" or "MDF" means the primary point at which outside plant facilities terminate within a Wire Center, for interconnection to other telecommunications facilities within the Wire Center.

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

1.47 "MECOD" means the Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of OBF. The MECOD document, published by Bellcore as Special Report SR-STC-002643, establishes methods for processing orders for Exchange Access service which is to be provided by two or more LECs.

1.48 "Meet-Point Billing" or "MPB" means an arrangement whereby two or more LECs jointly provide to a third party the transport element of a Switched Exchange Access Service to one of the LECs' End Office Switches, with each LEC receiving an appropriate share of the transport element revenues as defined by their effective Exchange Access tariffs. "Meet-Point Billing Traffic" means traffic that is subject to an effective Meet-Point Billing arrangement.

1.49. [Reserved]

1.49A "Mobile Switching Center" or "MSC" means a switching facility used by a CMRS provider.

1.50 "Multiple Bill/Single Tariff" or "Multiple Bill/Multiple Tariff" means the MPB method whereby each LEC prepares and renders its own meet point bill in accordance with its own Tariff(s) for the portion of the jointly-provided Switched Exchange Access Service which the LEC provides.

1.51 "Network Element" is As Defined in the Act.

1.52 "Network Element Bona Fide Request" means the process described on Exhibit B that prescribes the terms and conditions relating to a Party's request that the other Party provide a Network Element not otherwise provided by the terms of this Agreement.

1.53 "North American Numbering Plan" or "NANP" means the telephone numbering plan used in the United States, Canada, Bermuda, Puerto Rico and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.

1.54. "Numbering Plan Area" or "NPA" is also sometimes referred to as an area code. There are two general categories of NPAs, "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, 500 and 888 are examples of Non-Geographic NPAs.

1.55 "NXX," "NXX Code," or "End Office Code" means the three digit switch entity indicator (i.e. the first three digits of a seven digit telephone number).

1.55A "NXX Code - Rate Change Charge" means the charge for changing a rate center designation associated with a NXX code when the change has been requested by a Telecommunications Carrier.

1.56 "Permanent Number Portability" or "PNP" means the use of a database or other technical solution that comports with regulations issued by the FCC to provide LTNP for all customers and service providers.

1.57 "Port Element" or "Port" means a line card (or equivalent) and associated peripheral equipment on an End Office Switch which serves as the Interconnection between individual loops or individual Customer trunks and the switching components of an End Office Switch and the associated switching functionality in that End Office Switch. Each Port is typically associated with one (or more) telephone number(s) which serves as the Customer's network address.

1.58 "Rate Center Area" or "Exchange Area" means the specific geographic point and corresponding geographic area which has been identified by a given LEC or CMRS provider as being associated with a particular NPA-NXX code assigned to the LEC or CMRS provider for its provision of Telephone Exchange Services. The Rate Center Area is the exclusive geographic area which the LEC or CMRS provider has identified as the area within which it will provide Telephone Exchange or wireless Services bearing the particular NPA-NXX designation associated with the specific Rate Center Area. A "Rate Center Point" is a specific geographic point, defined by a V&H coordinate, located within the Rate Center Area and used to measure distance for the purpose of billing Customers for distance-sensitive Telephone Exchange Services and Toll Traffic.

1.59 "Rate Demarcation Point" means the point of minimum penetration at a premise or other point where each Party's responsibilities for its network facilities end.

1.60 "Rating Point" or "Routing Point" means a specific geographic point identified by a specific V&H coordinate. The Rating Point is used to route inbound traffic to specified NPA-NXXs and to calculate mileage measurements for distance-sensitive transport charges for switched access services. Pursuant to Bellcore Practice BR-795-100-100, the Rating Point may be an End Office location, or a "LEC Consortium Point of Interconnection." Pursuant to that same Bellcore Practice, examples of the latter shall be designated by a common language location identifier (CLLI) code with (x)KD in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The Rating Point/Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However, the Rating Point/Routing Point associated with each NPA-NXX need not be the

same as the corresponding Rate Center Point, nor must it be located within the corresponding Rate Center Area, nor must there be a unique and separate Rating Point corresponding to each unique and separate Rate Center.

1.61 "Reciprocal Compensation" is As Described in the Act, and refers to the payment arrangements that recover costs incurred for the transport and termination of Local Traffic originating on one Party's network and terminating on the other Party's network.

1.62 "Service Control Point" or "SCP" means the node in the common channel 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 a service switching point and via a Signaling Transfer Point, performs subscriber or application-specific service logic, and then sends instructions back to the SSP on how to continue call processing.

1.63 "Signaling Transfer Point" or "STP" means a specialized switch that provides SS7 network access and performs SS7 message routing and screening.

1.64 "Switched Access Detail Usage Data" means a category 1101XX record as defined in the EMR Bellcore Practice BR-010-200-010.

1.65 "Switched Access Summary Usage Data" means a category 1150XX record as defined in the EMR Bellcore Practice BR-010-200-010.

1.66 "Switched Exchange Access Service" means the offering of transmission and switching services for the purpose of the origination or termination of Toll Traffic. Switched Exchange Access Services include but may not be limited to: Feature Group A, Feature Group B, Feature Group D, 700 access, 800 access, 888 access, and 900 access.

1.67 "Switching Element" is the unbundled Network Element that provides a CLEC or CMRS provider the ability to use switching functionality in a BA End Office switch, including all vertical services that are available on that switch, to provide Telephone Exchange Service to its end user customer(s). The Switching Element will be provisioned with a Port Element, which provides line side access to the Switching Element.

1.67A "Tariff" means any applicable federal or state tariff of a Party, or standard agreement or other document that sets forth the generally available terms and conditions under which a Party offers a particular service, facility, or arrangement, if any.

1.68 "Technically Feasible Point" is As Described in the Act.

1.69 "Telecommunications" is As Defined in the Act.

1.70 "Telecommunications Act" means the Telecommunications Act of 1996 and any rules and regulations promulgated thereunder.

1.71 "Telecommunications Carrier" is As Defined in the Act.

1.72 "Telecommunications Service" is As Defined in the Act.

1.73 "Telephone Exchange Service," sometimes also referred to as "Exchange Service," is As Defined in the Act. Telephone Exchange Service generally provides the Customer with a telephonic connection to, and a unique telephone number address on, the public switched telecommunications network, and enables such Customer to place or receive calls to all other stations on the public switched telecommunications network.

1.74. "Toll Traffic" means traffic that is originated by a Customer of one Party on that Party's network and terminates to a Customer of the other Party on that Party's network and is not Local Traffic or Ancillary Traffic. InterMTA Traffic is Toll Traffic.

1.75 "Transit Traffic" means any traffic that originates from or terminates at BANM's network, "transits" BA's network substantially unchanged, and terminates to or originates from a third carrier's network, as the case may be. "Transit Traffic Service" provides BANM with the ability to use its connection to a BA Access Tandem Switch for the delivery of calls which originate or terminate with BANM and terminate to or originate from a carrier other than BA, such a CLEC, a LEC other than BA, or another wireless carrier. In these cases, neither the originating nor terminating Customer is a Customer of BA. This service is provided through BA's Access Tandem Switches. "Transit Traffic" and "Transit Traffic Service" do not include or apply to traffic that is subject to an effective Meet-Point Billing arrangement.

1.76 "Trunk Side" means a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity (e.g. another carrier's network). Trunk Side connections offer those transmission and signaling features appropriate for the connection of switching entities.

1.76A "Type 1 Line Side Facility" means Connecting Circuits that interconnect BANM's IP to a BA End Office Switch for the transmission and routing of terminating traffic between the Parties, including, but not limited to, IntraLATA and InterLATA untranslated 800/888 traffic, Operator Service traffic, Directory Assistance traffic, and 900, 976, 700, 500 and 911 traffic.

1.77 "Type 2A Trunks" means Connecting Circuits that interconnect BANM's IP to a BA Access Tandem Switch, permitting BANM access to other BA Central Office Switches subtending that Access Tandem Switch.

1.77A "Type 2B Trunks" means Connecting Circuits that interconnect BANM's IP to a BA End Office Switch. Through this interface BANM can establish connections only to those telephone numbers served by that End Office Switch.

1.77B "Type S Interconnection Service" is a CCS network interconnection facility between an STP and a signaling point of interface on which SS7 protocol is used to transport SS7 ISUP and SS7 TCAP messages.

1.78 "Unbundled Local Loop Element" or "ULL" means a transmission path that extends from a Main Distribution Frame, DSX-panel, or functionally comparable piece of equipment in the Customer's serving End Office to the Rate Demarcation Point (or network interface device (NID) if installed) in or at a Customer's premises. The actual loop transmission facilities used to provide an ULL may utilize any of several technologies.

1.79 "Verification with Call Interruption" or "VCI" means a service that may be requested and provided when Line Status Verification has determined that a line is busy due to an ongoing call. VCI is an operator interruption of that ongoing call to inform the called party that a calling party is seeking to complete his or her call to the called party.

1.80 "Voice Grade" means either an analog signal of 300 to 3000 Hz or a digital signal of 56/64 kilobits per second. When referring to digital voice grade service (a 56/64 kbps channel), the terms "DS-0" or "sub-DS-1" may also be used.

1.81 "Wire Center" means a building or portion thereof in which a Party has the exclusive right of occupancy and which serves as a Routing Point for the exchange of traffic.

2.0 INTERPRETATION AND CONSTRUCTION.

2.1 All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless otherwise stated. The headings used in this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement. Unless otherwise stated, any reference to any agreement, other instrument (including BA or other third party offerings, guides or practices), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, or rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).

2.2 Subject to the terms set forth in Section 14, each Party hereby incorporates by reference those provisions of its Tariffs that govern the provision of any of the services or facilities provided hereunder. If any provision of this Agreement and an applicable Tariff cannot be reasonably construed or interpreted to avoid conflict, the Parties agree to negotiate in good faith to reconcile and resolve such conflict. If any provision contained in this main body of the Agreement and any Exhibit hereto cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this main body of the Agreement shall prevail. The fact that a condition, right, obligation, or other term appears in this Agreement but not in any such Tariff shall not be interpreted as, or be deemed grounds for finding, a conflict for purposes of this Section 2.

3.0 INTERCONNECTION PURSUANT TO SECTION 251(c)(2)

The types of Traffic to be exchanged under this Agreement shall be Local Traffic, IntraLATA Toll (and InterLATA Toll, as applicable) Traffic, Transit Traffic, and Ancillary Traffic.

3.1 Scope

3.1.1 Section 3 describes the architecture for Interconnection of the Parties' facilities and equipment over which the Parties may configure the following separate and distinct trunk groups:

Type 1 Line Side Facilities for the transmission and routing of terminating traffic between the Parties including, but not limited to, IntraLATA and InterLATA untranslated 800/888 traffic, Operator Service traffic, Directory Assistance traffic, and 900, 976, 700, 500 and 911 traffic via a BA End Office Switch; and

Type 2 A Trunks for the transmission and routing of terminating Local Traffic, Transit Traffic, untranslated IntraLATA and InterLATA 800/888 traffic (when technically feasible), IntraLATA Toll Traffic, and, where agreed to between the Parties and as set forth in subsection 3.2.8 below, InterLATA and IntraLATA Toll Traffic between their respective Customers pursuant to Section 251 (c)(2) of the Act, in accordance with Section 4 below; via a BA Access Tandem, pursuant to Section 251 (c)(2) of the Act, in accordance with Section 4 below; and

Type 2B Trunks for the transmission and routing of terminating Local Traffic, IntraLATA Toll Traffic, and, where agreed to between the Parties and as set forth in subsection 3.2.8 below, InterLATA and IntraLATA Toll Traffic between their respective Customers pursuant to Section 251 (c)(2) of the Act, in accordance with Section 4 below; via a BA End office Switch, pursuant to Section 251 (c)(2) of the Act, in accordance with Section 4 below; and

including between
Access Toll Connecting Trunks for the transmission and routing of traffic, untranslated InterLATA 800/888 traffic (when technically feasible)

BANM's Customers and purchasers of BA's Switched Exchange Access Service via a BA Access Tandem, pursuant to Section 251(c)(2) of the Act, in accordance with Section 5 below; and

As required, 911/E911 Trunks for the transmission and routing of terminating E911/911 traffic, in accordance with Section 6 below; and

As required, Directory Assistance Trunks for the transmission and routing of directory assistance traffic, in accordance with subsection 14 below.

3.1.2 To the extent required by Section 251 of the Act, the Parties represent that the arrangements provided in subsection 3.2 of this Agreement shall provide the Parties with Interconnection to each other's networks at any technically feasible point. For the purposes of this Agreement, the Parties agree that Interconnection for the reciprocal transport and termination of traffic may take place, in the case of BA, at a terminating End Office, an Access Tandem, a mid-span meet, a Local Serving Wire Center and/or other points as specified herein, and, in the case of BANM, at a IP as specified herein (collectively, the "Interconnection Points" or "IPs"). For purposes of Interconnection, if BANM delivers traffic to BA at a BA End Office or Tandem other than the terminating End Office or Tandem subtended by the terminating End Office, then such End Office or Tandem shall be deemed to be a Local Serving Wire Center. In such instances and whenever BANM delivers traffic to a Local Serving Wire Center, BANM shall designate that such traffic be transported via a separate trunk group to the BA Tandem that is subtended by the applicable terminating End Office. In such cases, the BA Tandem subtended by the terminating End Office will serve as the BA-IP (as defined below).

3.1.3 The Parties shall establish physical interconnection points at each others available IPs. The mutually agreed-upon IPs on the BANM network at which BANM will provide transport and termination of traffic shall be designated as the BANM Interconnection Points ("B-IPs"); the mutually agreed-upon IPs on the BA network shall be designated as the BA Interconnection Points ("BA-IPs"), provided that, for the purpose of charging for the transport of Traffic from the BA-IP to the B-IP in any given LATA, the B-IP shall be considered to be no further than an entrance facility away from the BA-IP in such LATA. The Parties may by mutual agreement in writing establish additional interconnection points at any technically feasible points consistent with the Act.

3.2 Physical Architecture

3.2.1 In each BA LATA, the Parties shall utilize the B-IP(s) and BA-IP(s) as the points from which each Party will provide the transport and termination of traffic. The Parties' current interconnection arrangements are substantially as illustrated in Schedule 3.2.

3.2.2 BANM shall have the sole right and discretion to specify any of the following methods for interconnection at any of the BA-IPs:

- (a) a Physical or Virtual Collocation facility BANM establishes at the BA-IP;
- (b) a Physical or Virtual Collocation facility established at the BA-IP by a third party with whom BANM has contracted for such purposes; and/or
- (c) an entrance facility and transport (where applicable) leased from BA (and any necessary multiplexing), where such facility extends to the BA-IP from a mutually agreed to point on BANM's network. When both Parties mutually agree to the use of two-way Interconnection trunks, BANM may elect to provide BA with a land to mobile factor which will be used to reduce the entrance facility and

transport rates set forth in Exhibit A (it being understood that neither Party shall be obligated to use two-way trunks).

3.2.3 BANM shall provide its own facilities or purchase necessary transport for the delivery of traffic to any Collocation arrangement it establishes at a BA-IP pursuant to Section 12. BA shall provide the transport and termination of the traffic beyond the BA-IP.

3.2.4 BANM may order from BA any of the Interconnection methods specified above in accordance with the order intervals and other terms and conditions, including, without limitation, rates and charges, set forth in this Agreement, in any applicable Tariff(s), or as may be subsequently agreed to between the Parties.

3.2.5 BA shall have the sole right and discretion to specify any one of the following methods for Interconnection at any of the B-IPs:

- (a) a Physical or Virtual Collocation facility BA establishes at the B-IP;
- (b) a Physical or Virtual Collocation facility established at the B-IP by a third party with whom BA has contracted for such purposes; and/or
- (c) an entrance facility leased from BANM (and any necessary multiplexing), where such facility extends to the B-IP from a mutually agreed upon point on BA's network.

3.2.6 BA shall provide its own facilities for the delivery of traffic to any Collocation arrangement it establishes at an B-IP pursuant to Section 12. BANM shall provide the transport and termination of the traffic beyond the B-IP.

3.2.7 BA may order from BANM any of the Interconnection methods specified above in accordance with the order intervals and other terms and conditions, including, without limitation, rates and charges, set forth in this Agreement, in any applicable Tariff(s), or as may be subsequently agreed to between the Parties.

3.2.8 Under any of the architectures described in this subsection 3.2, either Party may utilize the Traffic Exchange Trunks for the termination of non-Local InterLATA Toll Traffic in accordance with the terms contained in Section 4 below and pursuant to BA's Switched Exchange Access Service tariffs. BA's Switched Exchange Access Service rates shall apply to such Traffic.

3.3 Interconnection in Additional LATAs

3.3.1 If BANM requires Interconnection in any LATA in which BA provides telecommunications services, BANM shall provide written notice to BA of the need to establish Interconnection in such LATA pursuant to this Agreement.

3.3.2 The notice provided pursuant to subsection 3.3.1 shall include (i) the initial Routing Point BANM has designated in the new LATA; (ii) BANM's requested Interconnection Activation Date (and related milestone dates); (iii) the MTA; and (iv) a non-binding forecast of BANM's trunking requirements.

3.3.3 Unless otherwise agreed to by the Parties, the Parties shall designate the Wire Center BANM has identified as its initial Routing Point in the LATA as the B-IP in that LATA and shall designate a mutually agreed BA Local Serving Wire Center that subtends an Access Tandem Office within the LATA nearest to the B-IP (as measured in airline miles utilizing the V&H coordinates method) as the BA-IP in that LATA, provided that, for the purpose of charging for the transport of traffic from the BA-IP to the B-IP, the B-IP shall be no further than an entrance facility away from the BA-IP.

3.3.4 Unless agreed by the Parties, the Interconnection Activation Date in a new LATA shall not be earlier than forty-five (45) days after receipt by BA of all complete and accurate trunk orders and routing information. Within ten (10) business days of BA's receipt of BANM's notice, BA and BANM may confirm the BA-IP, the B-IP and the Interconnection Activation Date for the new LATA.

3.4 Type S Interconnection. If applicable, interconnection specifications for the Parties' Type S Service arrangements are described in Schedule 3.4.

3.5 Non Standard Requests. Specific requests for fiber, microwave, alternate routing, redundant facilities and other non-standard facilities or services may be accommodated by BA on a Special Construction or Individual Case Basis pursuant to BA's Tariffs.

4.0 TRANSMISSION AND ROUTING OF COMMERCIAL MOBILE RADIO SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2)

4.1 Scope of Traffic. Section 4 prescribes parameters for trunk groups (the "Type 2 A/B Trunks") to be effected over the Interconnections specified in Section 3.0 for the transmission and routing of Local Traffic, Transit Traffic, untranslated IntraLATA and InterLATA 800/888 traffic (when technically feasible), InterLATA Toll Traffic (to the extent applicable), and IntraLATA Toll Traffic between the Parties' respective Customers.

4.2 Trunk Group Connections and Ordering

4.2.1 The design, installation, operation and maintenance of all circuits, equipment and other facilities of the Parties which are used in handling interchanged traffic under this Agreement shall be governed in accordance with Bellcore or other generally recognized industry standards in effect on the commencement date of this Agreement. Applicable technical references include the following:

GR-145-CORE (Compatibility Information)
TR-EOP-000352 (Cellular Mobile Transmission Plans), and

4.2.2 In the event that, subsequent to the commencement date of the Agreement, these technical references, or any portion thereof, are rescinded, deleted, amended, modified or supplemented, or new or revised technical specifications are issued by Bellcore or other industry standards-setting entity relating to the network specifications provided for herein, then these amended or new or revised technical specifications shall become applicable for the purpose of this Agreement following review and written concurrence by both Parties.

4.3 Additional Switching System Hierarchy and Trunking Requirements

4.3.1 For purposes of routing BANM traffic to BA, the subtending arrangements between BA Access Tandem Switches and BA End Office Switches shall be the same as the Access Tandem/End Office subtending arrangements BA maintains for the routing of its own or other carriers' traffic. For purposes of routing BA traffic to BANM, the subtending arrangements between BANM Access Tandem Switches (or functional equivalent) and BANM End Office Switches (or functional equivalent) shall be the same as the Access Tandem/End Office subtending arrangements (or functional equivalent) which BANM maintains for the routing of its own or other carriers' traffic.

4.4 Signaling

Upon request, each Party will provide the other Party with access to signaling necessary for the routing and completion of the other Party's traffic in accordance with the provisions contained in Section 13 below.

4.5 Measurement and Billing

4.5.1 If the originating Party chooses to combine Local and Toll Traffic on the same trunk group, the Parties will work together to develop a mutually acceptable CMRS Local Usage Percentage ("CLUP") factor. The originating Party will supply an auditable CLUP report quarterly, based on the previous three months' InterMTA and IntraMTA traffic and applicable to the following three months. The Parties will also work together to develop an auditable report based on available data for the same period which shows the ratio of IntraMTA traffic originated on the networks of other carriers in an MTA and terminated on either Party's network in the same MTA. If the originating Party also chooses to combine Interstate and Intrastate Toll traffic on the same trunk group, that Party will also supply an auditable "Percent Interstate Use" ("PIU") report quarterly, based on the previous three months' terminating traffic, and applicable to the following three months. In lieu of the foregoing CLUP and/or PIU reports, the Parties may agree to provide and accept reasonable surrogate billing measures.

4.5.2 Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds.

4.6 Reciprocal Compensation Arrangements -- Section 251(b)(5).

Reciprocal Compensation arrangements address the transport and termination of Local Traffic. Compensation for the transport and termination of traffic not specifically addressed in this subsection 4.6 shall be as provided elsewhere in this Agreement, or if not so provided, as required by the Tariffs of the Party transporting and/or terminating the traffic. BA's delivery of Traffic to BANM that originated with a third carrier is addressed in subsection 6.0. Where BANM delivers Traffic that originated with a third carrier to BA, except as may be set forth herein or subsequently agreed to by the Parties, BANM shall pay BA the same amount that such third carrier would have paid BA for termination of that Traffic at the location the Traffic is delivered to BA by BANM.

4.6.1 The designation of Traffic as Local or Toll for purposes of compensation shall be based on the actual originating and terminating points of the complete end-to-end call, regardless of the carrier(s) involved in carrying any segment of the call.

4.6.2 Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make calls which that Party rates as "local" in its Customer Tariffs or agreements.

4.6.3 The Parties shall compensate each other for transport and termination of Local Traffic in an equal and symmetrical manner at the rates provided in the Detailed Schedule of Itemized Charges (Exhibit A hereto). Until such time as the Commission adopts permanent rates consistent with the requirements of the FCC Regulations, the rates set forth in Exhibit A shall be applied as interim rates as more fully described in Exhibit A and subsection 15.1.2 below. These rates (interim and permanent) are to be applied at the B-IP for traffic delivered by BA, and at the BA-IP for traffic delivered by BANM. No additional charges, including port or transport charges, shall apply for the termination of Local Traffic delivered to the BA-IP or the B-IP, except as set forth in Exhibit A. When Local Traffic is terminated over the same trunks as Toll Traffic, any applicable access charges related to the Toll Traffic shall be prorated to be applied only to the Toll Traffic.

4.6.4 The Reciprocal Compensation arrangements set forth in this Agreement are not applicable to Switched Exchange Access Service. All Switched Exchange Access Service and all Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state Tariffs.

4.6.5 Each Party reserves the right to measure and audit all Traffic to ensure that proper rates are being applied appropriately. Each Party agrees upon written request to provide the necessary Traffic data or permit the other Party's recording equipment to be installed for sampling purposes in conjunction with any such audit.

5.0 TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO 251(c)(2).

5.1 Scope of Traffic

Section 5 prescribes parameters for certain trunks to be established over the Interconnections specified in Section 3 for the transmission and routing of traffic between BANM's Customers and Interexchange Carriers ("Access Toll Connecting Trunks"). This includes casually-dialed (10XXX and 101XXXX) traffic.

5.2 Trunk Group Architecture and Traffic Routing

5.2.1 BANM shall establish Access Toll Connecting Trunks by which it will provide tandem-transported Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic to and from BANM's Customers.

5.2.2 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access to allow BANM's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to a BA Access Tandem.

5.2.3 The Access Toll Connecting Trunks shall be two-way trunks connecting an End Office Switch BANM utilizes to provide Commercial Mobile Radio Service in a given LATA to an Access Tandem BA utilizes to provide Exchange Access in such LATA.

5.2.4 The Parties shall jointly determine which BA Access Tandem(s) will be subtended by each BANM End Office Switch. BANM's End Office switch shall subtend the BA Access Tandem that would have served the same rate center on BA's network.

5.3 Meet-Point Billing Arrangements. When and if BANM agrees to Meet Point Billing under this Agreement, then:

5.3.1 When appropriate, BANM and BA will establish Meet-Point Billing arrangements in order to provide a common transport option to Switched Access Services Customers via an Access Tandem Switch in accordance with the Meet-Point Billing guidelines contained in the OBF's MECAB and MECOD documents, except as modified herein, and BA's FCC Tariff Number 1, Section 2. The arrangements described in this Section 5 are intended to be used to provide Switched Exchange Access Service that originates and/or terminates on a Telephone Exchange Service that is provided by either Party, where the transport component of the Switched Exchange Access Service is routed through a Tandem Switch that is provided by BA.

5.3.2 In each LATA, the Parties shall establish MPB arrangements between the applicable Rating Point/BA Local Serving Wire Center combinations.

5.3.3 Interconnection for the MPB arrangement shall occur at the BA-IP in the LATA, unless otherwise agreed to by the Parties.

5.3.4. BA will use reasonable efforts, individually and collectively, to maintain provisions in its state access tariffs, and/or provisions within the National Exchange Carrier

Association ("NECA") tariff No. 4, or any successor Tariff sufficient to reflect the MPB arrangements established pursuant to this Agreement.

5.3.5 Each Party shall implement the "Multiple Bill/Single Tariff" or "Multiple Bill/Multiple Tariff" option, as appropriate, in order to bill an IXC for the portion of the jointly provided telecommunications service provided by that Party.

5.3.6 The rate elements to be billed by each Party are as set forth in Schedule 5.3. The actual rate values for each Party's affected access service rate element shall be the rates contained in that Party's own effective federal and state access tariffs, or other document that contains the terms under which that Party's access services are offered. The MPB billing percentages for each Rating Point/BA Local Serving Wire Center combination shall be calculated in accordance with the formula set forth in subsection 5.3.16 below.

5.3.7 Each Party shall provide the other Party with the billing name, billing address, and Carrier Identification Code ("CIC") of the IXC, and identification of the IXC's Local Serving Wire Center in order to comply with the MPB notification process as outlined in the MECAB document via facsimile or such other media as the Parties may agree to.

5.3.8 BA shall provide BANM with the Switched Access Detail Usage Data (category 1101XX records) on magnetic tape or via such other media as the Parties may agree to, no later than ten (10) business days after the date the usage occurred.

5.3.9 BANM shall provide BA with the Switched Access Summary Usage Data (category 1150XX records) on magnetic tape or via such other media as the Parties may agree, no later than ten (10) business days after the date of its rendering of the bill to the relevant IXC, which bill shall be rendered no less frequently than monthly.

5.3.10 Each Party shall coordinate and exchange the billing account reference ("BAR") and billing account cross reference ("BACR") numbers or Operating Company Name ("OCN"), as appropriate, for the MPB Service. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number, or if the OCN changes.

5.3.11. Errors may be discovered by BANM, the IXC or BA. Each Party agrees to provide the other Party with notification of any errors it discovers within two (2) business days of the date of such discovery. In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data and, if such reconstruction is not possible, shall accept a reasonable estimate of the lost data based upon prior usage data.

5.3.12 Either Party may request a review or audit of the various components of access recording up to a maximum of two (2) audits per calendar year. All costs associated with each review and audit shall be borne by the requesting Party. Such review or audit shall be conducted subject to confidentiality protection and during regular business hours. A Party may conduct additional audits, at its expense, upon the other Party's consent, which consent shall not be unreasonably withheld.

5.3.13. Nothing contained in this subsection 5.3 shall create any liability for damages, losses, claims, costs, injuries, expenses or other liabilities whatsoever on the part of either Party (other than as may be set forth in MECAB or in any applicable Tariff).

5.3.14. The Parties shall not charge one another for the services rendered or information provided pursuant to this subsection 5.3.

5.3.15 MPB will apply for all traffic bearing the 500, 900, 800/888 (to the extent provided by an IXC) or any other non-geographic NPA which may be likewise designated for such traffic in the future.

5.3.16 In the event BANM determines to offer Telephone Exchange Services in another LATA in which BA operates an Access Tandem Switch, BA shall permit and enable BANM to subtend the BA Access Tandem Switch(es) designated for the BA End Offices in the area where the BANM Rating Point(s) associated with the NPA-NXX(s) to/from which the Switched Exchange Access Services are homed. The MPB billing percentages for each new Rating Point/BA Local Serving Wire Center combination shall be calculated according to the following formula:

$$\begin{aligned} a / (a + b) &= \text{BANM Billing Percentage} \\ &\text{and} \\ b / (a + b) &= \text{BA Billing Percentage} \end{aligned}$$

where:

a = the airline mileage between the Rating Point and the actual point of interconnection for the MPB arrangement; and

b = the airline mileage between the BA Local Serving Wire Center and the actual point of interconnection for the MPB arrangement.

BANM shall inform BA of the LATA in which it intends to offer Telephone Exchange Services and its calculation of the billing percentages which should apply for such arrangement, as part of the notice required by subsection 3.3.1 above. Within ten (10) business days of BANM's delivery of notice to BA, BA and BANM shall confirm the new Rating Point/BA Local Serving Wire Center combination and billing percentages. Nothing in this subsection 5.3.16 shall be construed to limit BANM's ability to select to interconnect with BA in additional LATAs by means of Interconnection at a Local Serving Wire Center, to the extent that such Interconnection is permitted under this Agreement.

5.3.17 Within thirty (30) days of a request by BANM, BA agrees to notify all switched access users with a Carrier Identification Code in a LATA in which the Parties have newly established Interconnection arrangements pursuant to this Agreement that BA and BANM have entered in a Meet Point Billing arrangement.

5.4 800/888 Traffic

At such time as delivery of untranslated 800/888 traffic is technically feasible, the following terms shall apply when BANM delivers untranslated 800/888 calls to BA for completion.

5.4.1 When BANM delivers untranslated 800/888 calls to BA for completion

(a) to an IXC, BA shall:

(i) Bill BANM the appropriate FGD exchange access charges associated with the call; and

(ii) Bill the IXC the appropriate BA query charge associated with the call.

(b) as an IntraLATA call to BA or another LEC in the LATA, BA shall:

(i) Bill BANM the appropriate local traffic termination rate set forth in Exhibit A.

6.0 TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC

6.1 Transit Service

6.1.1 To the extent it does not have such arrangements in effect as of the Effective Date, each Party agrees to exercise all reasonable efforts to enter into reciprocal local traffic exchange arrangements (either via written agreement, including an IntraLATA Telecommunications Services Settlement Agreement ("ITORP Agreement") or mutual tariffs) with any wireless carrier, ITC, CLEC, or other LEC to which it sends, or from which it receives, Local Traffic that transits the other Party's (the "Transit Party") facilities over Type 1 Line Side Facilities or Type 2 A Trunks. Neither Party shall be obligated to collect the termination charges of the other to the extent such terminating Party has failed to enter into a reciprocal local traffic exchange arrangement with any wireless carrier, ITC, CLEC or other LEC as provided above. If either Party fails to enter into such an arrangement as quickly as commercially reasonable following the Effective Date and to provide the other Party written notification of such Agreement, including the relevant rates therein, but continues to utilize such other party's Transit Service for the exchange of Local Traffic with such wireless carrier, ITC, CLEC, or other LEC, then the Party failing to enter into such an arrangement shall, in addition to paying the rate set forth in Exhibit A for said Transit Service, pay the Transit Party any charges or costs such terminating third party carrier imposes or levies on the Transit Party for the delivery or termination of such Traffic, including any switched access charges, plus all reasonable expenses incurred by such other party in delivering or terminating such Traffic and/or resulting from the first Party's failure to secure said reciprocal local traffic exchange arrangement. The Transit Service provider will substantiate these additional charges to the Charged Party. Each Party will, upon request, provide the other Party with all reasonable cooperation and assistance in obtaining

such direct local traffic arrangements. The Parties agree to work cooperatively in appropriate industry fora regarding industry guidelines relating to Transit Traffic.

6.1.2 BA expects that most networks involved in Transit Traffic will deliver each call to each involved network with CCS and the appropriate Transactional Capabilities Application Party ("TCAP") message to facilitate full interoperability of those services supported by BA and billing functions. When technically feasible, each Party shall follow the Exchange Message Record ("EMR") standard and exchange records between the Parties and with the terminating carrier to facilitate the billing process to the originating network.

6.1.3 Transit Traffic shall be routed over the Type 1 Line Side Facilities or Type 2 A Trunks described in Section 5 above.

6.2 911/E911 Arrangements

6.2.1 When agreed to by the Parties, BANM may interconnect to the BA 911/E911 selective routers or 911 Tandem Offices, where available, which serve the LATA in which BANM provides service, for the provision of 911/E911 services and for access to all subtending Public Safety Answering Points ("PSAP"). To the extent that there are any proposed modifications or additions to existing 911/E911 arrangements, the Parties shall cooperate to establish such arrangements

7.0 NUMBER RESOURCES, RATE CENTERS AND RATING POINTS

7.1 Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ or to request and be assigned any Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines, as may be amended from time to time, or to establish, by Tariff or otherwise, Rate Centers and Rating Points corresponding to such NXX codes. Until such time as number administration is provided by a third party, BA shall provide BANM access to telephone numbers by assigning NXX codes to BANM in accordance with such Assignment Guidelines.

7.2 It shall be the responsibility of each Party to program and update its own switches and network systems in accordance with the Local Exchange Routing Guide ("LERG") in order to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities, except as expressly set forth in this Agreement.

7.3 BANM shall assign whole NPA-NXX codes to each Rate Center unless the LEC industry adopts alternative methods of utilizing NXXs in the manner adopted by the NANP.

7.4 BANM will also designate a Routing Point for each assigned NXX code. BANM shall designate one location for each Rate Center Area as the Routing Point for the NPA-NXXs associated with that Area, and such Routing Point shall be within the same LATA as the Rate Center Area but

not necessarily within the Rate Center Area itself. As mandated by the Commission, Rate Center Areas may be different for each Party.

7.5 BANM shall furnish to BA its anticipated NXX Code requirements at least once per calendar year.

7.6 Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended to, and nothing in this Agreement shall be construed to, in any way constrain BANM's choices regarding the size of the local calling area(s) that BANM may establish for its Customers, which local calling areas may be larger than, smaller than, or identical to, BA's local calling areas.

8.0 NETWORK MAINTENANCE AND MANAGEMENT; OUTAGES

8.1 The Parties will work cooperatively to install and maintain a reliable network. BANM and BA will exchange appropriate information (e.g., maintenance contact numbers, escalation procedures, network information, information required to comply with law enforcement and other security agencies of the Government) to achieve this desired reliability. In addition, the Parties will work cooperatively to apply sound network management principles to alleviate or to prevent congestion.

8.2 Each Party recognizes a responsibility to follow the standards that may be agreed to between the Parties and to employ characteristics and methods of operation that will not interfere with or impair the service or any facilities of the other or any third parties connected with the network of the other.

8.3 Test Lines

BANM shall assign three or seven digit test line numbers in accordance with BA's standard numbering arrangements. BA will provide BANM with preferred number assignments for 100-type test lines (balance/quiet), 102-type test lines (kilowatt), and 105-type test lines (automatic transmission measuring).

8.4 Interference or Impairment

If Party A reasonably determines that the characteristics and methods of operation used by Party B will or may interfere with or impair its provision of services, Party A shall have the right to discontinue Interconnection subject, however, to the following:

8.4.1 Party A shall have given Party B ten (10) days' prior written notice of interference or impairment or potential interference or impairment which specifies the time within which Party B is to correct the condition; and,

8.4.2 Party A shall have concurrently provided a copy of the notice provided to Party B under 8.5.1 above to the appropriate federal and/or state regulatory bodies.

8.4.3 Notice in accord with subsections 8.4.1 and 8.4.2 above shall not be required in emergencies and Party A may immediately discontinue Interconnection if reasonably necessary to meet its obligations. In such case, however, Party A shall use all reasonable means to notify Party B and the appropriate federal and/or state regulatory bodies.

8.4.4 Upon correction of the interference or impairment, Party A will promptly renew the Interconnection. During such period of discontinuance, there will be no compensation or credit allowance by Party A to Party B for interruptions.

8.5 Repeated or Willful Noncompliance

The Interconnection provided hereunder may be discontinued by either Party upon thirty (30) days written notice to the other for repeated or willful violation of and/or a refusal to comply with this Agreement. The Party discontinuing will notify the appropriate federal and/or state regulatory bodies concurrently with the notice to the other Party of the prospective discontinuance.

8.6 Outage Repair Standard

In the event of an outage or trouble in any arrangement, facility, or service being provided by a Party hereunder, the providing Party will follow procedures for isolating and clearing the outage or trouble that are no less favorable than those that apply to comparable arrangements, facilities, or services being provided by the providing Party to any other carrier whose network is connected to that of the providing Party. BANM and BA may agree to modify those procedures from time to time based on their experience with outage repair standards.

8.7 Notice of Changes -- Section 251(c)(5).

If a Party makes a change in its network which it believes will materially affect the interoperability of its network with the other Party's network, the Party making the change shall provide at least ninety (90) days advance written notice of such change to the other Party.

9.0 JOINT GROOMING PROCESS; INSTALLATION, MAINTENANCE, TESTING AND REPAIR

9.1 In order to deliver traffic to end offices that do not subtend the tandem with which BANM is currently connected, upon 30 days written notice from either Party BANM and BA shall meet to begin to develop a grooming process (the "Joint Process") which shall define in detail how and when new trunks shall be established for delivering traffic to alternate tandem(s) within the same LATA. The "Joint Process" shall also define how and when any existing trunks, which may need to be disconnected as a result of the establishment of the new routing arrangements, are to be treated. Each Party will waive non-recurring charges associated with these changes which may apply to the other Party. Each Party shall be responsible for all other expenses it incurs in connection with this implementation.

9.2 The Parties shall initially engineer and install trunk groups with a maximum design blocking objective of B.01 and shall monitor to that standard. BA's standard intervals for Feature Group D Switched Exchange Access Services will be used for Interconnection. BANM shall meet the same intervals for comparable installations, maintenance, joint testing, and repair of its facilities and services associated with or used in conjunction with Interconnection or shall notify BA of its inability to do so and will negotiate such intervals in good faith. The Parties agree that the standards to be used by each Party for isolating and clearing any disconnections and/or other outages or troubles shall be no less favorable than those applicable to comparable arrangements, facilities, or services being provided by such Party to any other carrier whose network is connected to that of the providing Party.

10.0 FORECASTING REQUIREMENTS FOR TRUNK PROVISIONING

10.1 BANM shall furnish to BA trunking forecast requirements at least once per calendar year for both inbound (from BA) and outbound (from BANM) traffic. Such forecasts shall be in substantially the same form and provide substantially the same information as BANM has previously provided to BA in its forecasts.

10.2 Because BA's trunking requirements will be dependent on the traffic patterns of BANM's Customers, BA will be largely dependent on BANM to provide accurate trunk forecasts for both inbound and outbound traffic. BA will, as an initial matter, provide the number of trunks BANM suggests. Upon the establishment of any new set of trunks, BA will monitor traffic for ninety (90) days, and will, as necessary at the end of that period, either augment trunks or disconnect trunks, based on the application of reasonable engineering criteria to the actual traffic volume experienced. If, after such 90-day period, BA has determined that the trunks are not warranted by actual traffic volumes, then, on ten (10) days written notice, BA may hold BANM financially responsible for such trunks retroactive to the start of the 90-day period until such time as they are justified by actual traffic volumes, based on the application of reasonable engineering criteria. To the extent that BA requires BANM to install trunks for delivery of traffic to BA, BANM may apply the same procedures with respect to BA's trunking requirements.

11.0 UNBUNDLED ACCESS -- SECTION 251(c)(3).

To the extent required of BA by Section 251 of the Act, BA shall offer to BANM nondiscriminatory access to Network Elements on an unbundled basis at any Technically Feasible Point. BA shall unbundle and separately price and offer Network Elements such that BANM will be able to lease and interconnect to whichever of the Network Elements BANM requires, and to combine the BA-provided elements with any facilities and services that BANM may itself provide to the extent permitted by FCC and Commission rules.

11.1 Availability of Network Elements on an Unbundled Basis

11.1.1 BA shall, upon request of BANM, and to the extent technically feasible, provide to BANM access to its Network Elements on an unbundled basis for the provision of

BANM's Telecommunications Service. Any request by BANM for access to an BA Network Element that is not already available shall be treated as a Network Element Bona Fide Request. BANM shall provide BA access to its Network Elements as mutually agreed by the Parties or as required by the Commission or FCC.

11.1.2 A Network Element obtained by BANM from BA under this subsection 11.1 may be used in combination with the facilities of BANM only to provide a Telecommunications Service, including obtaining billing and collection, transmission, and routing of the Telecommunications Service.

11.1.3 Notwithstanding anything to the contrary in this subsection 11.1, BA shall not be required to provide a proprietary Network Element to BANM under this subsection 11.1 except as required by the Commission or FCC.

12.0 COLLOCATION -- SECTION 251(c)(6).

12.1 BA shall offer Physical Collocation of equipment necessary for Interconnection (pursuant to Section 3) or for access to unbundled Network Elements (pursuant to Section 11.0), except that BA may offer only Virtual Collocation if BA demonstrates to the Commission that Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251(c)(6) of the Act. BA shall provide such Collocation solely for the purpose of Interconnection with facilities or services of BA or access to unbundled Network Elements of BA, except as otherwise mutually agreed to in writing by the Parties or as required by the FCC or the Commission.

12.2 For both Physical Collocation and Virtual Collocation, the Collocating Party shall purchase Cross Connection to services or facilities as described in applicable Tariffs.

12.3 Collocation shall occur under the terms of each Party's applicable and available Tariffs. Collocation is offered for network Interconnection between the Parties. Unless otherwise agreed to by the Parties or either Party is required by applicable law to permit on its collocated premises, neither Party shall use a Collocation Arrangement to directly interconnect with a third party's equipment or facilities collocated at the same location.

12.4 BANM agrees to offer to BA Collocation (at BANM's option either Physical or Virtual) of equipment for purposes of Interconnection (pursuant to Section 3) on a nondiscriminatory basis and at comparable rates, terms and conditions as BANM may provide to other third parties. BANM shall provide such Collocation subject to applicable Tariffs.

13.0 CCS SIGNALING.

13.1 Upon request, each Party shall provide the other Party with the signaling necessary for call routing and completion by providing SS7 signaling utilizing Type S Interconnection in accordance with existing Tariffs and/or agreements with other carriers, as set forth in the Exhibit

A. Alternatively, either Party may secure CCS Interconnection from a commercial SS7 hub provider.

13.2 The Parties may provide CCS Signaling to one another, where and as available, in conjunction with all Local Traffic, Toll Traffic, and Transit Traffic. The Parties will cooperate on the exchange of TCAP messages to facilitate interoperability of CCS-based features between their respective networks. All CCS Signaling parameters will be provided upon request (where available), including called party number, calling party number, originating line information, calling party category, and charge number. All privacy indicators will be honored. The Parties will follow all Ordering and Billing Forum-adopted standards pertaining to CIC codes. Where CCS Signaling is not available, in-band multi-frequency (MF) wink start signaling will be provided. Any such MF arrangement will require a separate local trunk circuit between the Parties' respective switches. In such an arrangement, each Party will output the full ten-digit telephone number of the called party to the other Party.

13.3 The following publications describe the practices, procedures and specifications generally utilized by BA for signaling purposes and are listed herein to assist the Parties in meeting their respective Interconnection responsibilities related to Signaling:

(a) Bellcore Special Report SR-TSV-002275, BOC Notes on the LEC Networks - Signaling; and

(b) Bell Atlantic Supplement Common Channel Signaling Network Interface Specification (BA-905).

13.4 Until STP pairs of each Party are directly interconnected, BA shall charge BANM for Type S Interconnection in accordance with Exhibit A hereto and applicable Tariffs.

13.5 When the STP pairs of each party are directly interconnected, each Party shall charge the other Party mutual and reciprocal rates for CCS Signaling as follows: BA shall charge BANM in accordance with Exhibit A hereto and applicable Tariffs; BANM shall charge BA rates equal to the rates BA charges BANM unless BANM's Tariffs for CCS signaling provide for lower generally available rates, in which case BANM shall charge BA such lower rates.

14.0 DIRECTORY SERVICES ARRANGEMENTS

BA will, upon request, provide the following directory services to BANM in accordance with the terms set forth herein.

14.1 Directory Assistance (DA)

14.1.1 Upon request, BA will provide BANM with directory assistance, connect request, and/or call completion services substantially in accordance with the terms set forth in the

form Directory Assistance and Call Completion Services Agreement which, when required, will be appended hereto as Exhibit C.

14.1.2 Also upon request, BA will provide to BANM operator services trunk groups, utilizing Feature Group D type signaling, with CPN when interconnecting to the BA operator services network.

15.0 COORDINATION WITH TARIFF TERMS

15.1 The Parties acknowledge that some of the services, facilities, and arrangements described herein are or will be available under and subject to the terms of the federal or state tariffs of the other Party applicable to such services, facilities, and arrangements. To the extent a Tariff of the providing Party applies to any service, facility, and arrangement described herein, the Parties agree as follows:

15.1.1 Those rates and charges set forth in Exhibit A for the services, facilities, and arrangements described herein that are designated with an asterisk shall remain fixed for the initial term of the Agreement as defined in 17.1 below, notwithstanding that such rates may be different from those contained in an effective, pending, or which future Tariff of the providing Party (including any changes to such Tariff subsequent to the Effective Date). Those rates and charges for services, facilities, and arrangements that are not designated with an asterisk, and which reference or are identical to a rate contained in an existing Tariff of the providing Party, shall conform with those contained in the then-prevailing Tariff and vary in accordance with any changes that may be made to the Tariff rates and charges subsequent to the Effective Date. However, even the asterisked fixed rates and charges shall be changed to reflect any changes in the Tariff rates and charges they reference if the Parties agree to adopt the changed Tariff rates and charges.

15.1.2 As applied to unbundled Network Elements or call transport and/or termination of Local Traffic purchased for the provision of Telephone Exchange Service or Exchange Access, the rates and charges set forth in Exhibit A shall serve as interim rates until such time as they are replaced by permanent rates as may be approved by the Commission pursuant to FCC Regulations. At such time as such permanent rates have been approved by the Commission, the Parties shall develop and append to Exhibit A an Exhibit AA setting forth such permanent rates, which Exhibit AA the Parties shall update periodically as necessary.

15.2 Except with respect to the rates and charges described in subsection 15.1 above, all other terms contained in an applicable Tariff of the providing Party shall apply in connection with its provision of the particular service, facility, and arrangement hereunder.

16.0 INSURANCE

16.1 Each Party shall maintain, during the term of this Agreement, all insurance and/or bonds required by law and necessary to satisfy its obligations under this Agreement, including,

without limitation, its obligations set forth in Section 20 hereof. At a minimum and without limiting the foregoing covenant, each Party shall maintain the following insurance:

(a) Commercial General Liability Insurance, on an occurrence basis, including but not limited to, premises-operations, broad form property damage, products/completed operations, contractual liability, independent contractors, and personal injury, with limits of at least \$2,000,000 combined single limit for each occurrence.

(b) Automobile Liability, Comprehensive Form, with limits of at least \$500,000 combined single limit for each occurrence.

(c) Excess Liability, in the umbrella form, with limits of at least \$10,000,000 combined single limit for each occurrence.

(d) Worker's Compensation Insurance as required by law and Employer's Liability Insurance with limits of not less than \$1,000,000 per occurrence.

16.2 For purposes of meeting the foregoing minimum insurance thresholds, BA may elect to self-insure and/or obtain purchase insurance or bonds from a third party.

16.3 Each Party shall, within two (2) weeks of a request by the other Party and on an annual basis thereafter, furnish certificates or other adequate proof of the foregoing insurance. The certificates or other proof of the foregoing insurance shall be sent to: Bell Atlantic Network Services, Inc., Insurance Administration Group, 1320 N. Court House Road, 4th Floor, Arlington, Virginia, 22201. In addition, BANM shall require its agents, representatives, or contractors, if any, that may enter upon the premises of BA or BA's affiliated companies to maintain similar and appropriate insurance and, if requested, to furnish BA certificates or other adequate proof of such insurance. Certificates furnished by BANM or BANM's agents, representatives, or contractors shall contain a clause stating: "Bell Atlantic - Pennsylvania, Inc. shall be notified in writing at least thirty (30) days prior to cancellation of, or any material change in, the insurance."

16.4 In view of the current long standing interconnection relationship between the Parties, BANM may provide BA a written summary of its insurance coverage with respect to each of the forms of coverage stated above. BA will review and may accept this in lieu of the above stipulated conditions.

17.0 TERM AND TERMINATION.

17.1 This Agreement shall be effective as of the Effective Date above and continue in effect until March 31, 1998 (the "Initial Term"), and thereafter the Agreement shall continue in force and effect unless and until terminated as provided herein. Upon the expiration of the Initial Term, either Party may terminate this Agreement by providing written notice of termination to the other Party, such written notice to be provided at least ninety (90) days in advance of the date of termination. In the event of such termination, those service arrangements made available under this Agreement and existing at the time of termination shall continue without interruption under (a) a new

agreement executed by the Parties, (b) standard Interconnection terms and conditions approved and made generally effective by the Commission, (c) Tariff terms and conditions generally available to CMRS Providers and/or CLECs, or (d) if none of the above is available, under the terms of this Agreement on a month-to-month basis until such time as (a), (b), or (c) becomes available.

17.2 For service arrangements made available under this Agreement and existing at the time of termination, if the standard Interconnection terms and conditions or Tariff terms and conditions result in the non-terminating Party physically rearranging facilities or incurring programming expense, the non-terminating Party shall be entitled to recover such rearrangement or programming costs, from the terminating Party. By mutual agreement, the Parties may jointly petition the appropriate regulatory bodies for permission to have this Agreement supersede any future standardized agreements or rules as such regulators might adopt or approve.

17.3 If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other material provision of this Agreement, and such default or violation shall continue for sixty (60) days after written notice thereof, the other Party may terminate this Agreement and services hereunder by written notice; provided the other Party has provided the defaulting Party and the appropriate federal and/or state regulatory bodies with written notice at least twenty five (25) days' prior to terminating service. Notice shall be posted by certified mail, return receipt requested. If the defaulting Party cures the default or violation within the twenty five (25) day period, the other Party will not terminate service or this Agreement but shall be entitled to recover all costs, if any, incurred by it in connection with the default or violation, including, without limitation, costs incurred to prepare for the termination of service.

18.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES.

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES UNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

19.0 CANCELLATION CHARGES.

Except as provided in this Agreement or as otherwise provided in any applicable Tariff, no cancellation charges shall apply.

20.0 INDEMNIFICATION.

20.1 Each Party agrees to release, indemnify, defend and hold harmless the other Party from and against all losses, claims, demands, damages, expenses, suits or other actions, or any liability

whatsoever, including, but not limited to, costs and attorneys' fees (collectively, a "Loss"), (a) whether suffered, made, instituted, or asserted by any other party or person relating to personal injury to or death of any person, or for loss, damage to, or destruction of real and/or personal property, whether or not owned by others, incurred during the term of this Agreement and to the extent proximately caused by the acts or omissions of the indemnifying Party, regardless of the form of action, or (b) suffered, made, instituted, or asserted by its own Customers(s) against the other Party arising out of the other Party's provision of services to the indemnifying Party under this Agreement. Notwithstanding the foregoing indemnification, nothing in this such Section 20. shall affect or limit any claims, remedies, or other actions the indemnifying Party may have against the indemnified Party under this Agreement, any other contract, or any applicable Tariff(s), regulations or laws for the indemnifying Party's provision of said services.

20.2 The indemnification provided herein shall be conditioned upon:

(a) The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification, provided that failure to notify shall not limit the indemnification obligation hereunder except to the extent that such failure actually prejudices the defense.

(b) The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at its sole cost and expense, unless the indemnifying party does not promptly and diligently pursue the defense, in which case the indemnified Party may engage separate legal counsel to pursue the defense at the indemnifying Party's expense.

(c) In no event shall the indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the indemnified Party, which consent shall not be unreasonably withheld.

(d) The indemnified Party shall, in all cases, assert any and all provisions in its Tariffs that limit liability to third parties as a bar to any recovery by the third party claimant in excess of such limitation of liability.

(e) The indemnified Party shall offer the indemnifying Party all reasonable cooperation and assistance in the defense of any such action.

21.0 LIMITATION OF LIABILITY.

21.1 The liability of either Party to the other Party for damages arising out of failure to comply with a direction to install, restore or terminate facilities; or out of failures, mistakes, omissions, interruptions, delays, errors, or defects occurring in the course of furnishing any services, arrangements, or facilities hereunder shall be determined in accordance with the terms of the applicable Tariff(s) of the providing Party. In the event no Tariff(s) apply, the providing Party's liability shall not exceed an amount equal to the pro rata monthly charge for the period in which such failures, mistakes, omissions, interruptions, delays, errors or defects occur. Recovery of said amount

shall be the injured Party's sole and exclusive remedy against the providing Party for such failures, mistakes, omissions, interruptions, delays, errors or defects.

21.2 Neither Party shall be liable to the other in connection with the provision or use of services offered under this Agreement for indirect, incidental, consequential, reliance or special damages, including (without limitation) damages for lost profits (collectively, "Consequential Damages"), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including, without limitation, negligence of any kind, even if the other Party has been advised of the possibility of such damages; provided, that the foregoing shall not limit a Party's obligation under Section 20.

21.3 The Parties agree that neither Party shall be liable to the customers of the other Party in connection with its provision of services to the other Party under this Agreement. Nothing in this Agreement shall be deemed to create a third party beneficiary relationship between the Party providing the service and the customers of the Party purchasing the service. In the event of a dispute involving both Parties with a customer of one Party, both Parties shall assert the applicability of any limitations on liability to customers that may be contained in either Party's applicable Tariff(s) or contract(s).

22.0 COMPLIANCE WITH LAWS; REGULATORY APPROVAL.

22.1 Each Party represents and warrants that it is now and will remain in compliance with all laws, regulations, and orders applicable to the performance of its obligations hereunder (collectively, "Applicable Laws"). Each Party shall promptly notify the other Party in writing of any governmental action that suspends, cancels, withdraws, limits, or otherwise materially affects its ability to perform its obligations hereunder.

22.2 The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC. The Parties covenant and agree that this Agreement is satisfactory to them as an agreement under Section 251 of the Act. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252 of the Act without modification. The Parties, however, reserve the right to seek regulatory relief and any other redress at law or in equity from each other under this Agreement, including, without limitation, regarding performance and implementation of this Agreement, and the conformance of this Agreement to the FCC Regulations as provided in subsection 22.3 below.

22.3 The Parties recognize that the FCC has issued the regulations implementing Sections 251, 252, and 271 of the Act that affect certain terms contained in this Agreement and that certain of those regulations have been stayed. In the event that any one or more of the provisions contained herein is inconsistent with any such effective FCC Regulations, the Parties agree that this Agreement may be amended to make only the minimum revisions necessary to eliminate the inconsistency. Such minimum changes to conform this Agreement to the effective FCC Regulations shall not be considered material, and shall not require further Commission approval (beyond any Commission approval required under Section 252(e) of the Act). If Section 51.701 of the FCC's rules is modified

or eliminated, the Parties agree to renegotiate Paragraphs 1.36A, 1.37A, 1.44 and 1.74 of this Agreement to redefine the scope of Local Traffic and Toll Traffic under this Agreement.

22.4 In the event any Applicable Laws other than the FCC Regulations are inconsistent with material provisions of this Agreement, as shown by a final ruling of the FCC or court of competent jurisdiction, then the Parties agree to make only the minimum modifications necessary, and the remaining provisions of this Agreement shall remain in full force and effect. For purposes of this subsection 22.4 and without limitation the material nature of any other modifications required by Applicable Laws, the Parties agree that any modification required by Applicable Laws (i) to the two-tier Reciprocal Call Termination compensation structure for the transport and termination of Local Traffic described in Exhibit A, or (ii) that affects either Party's receipt of reciprocal compensation for the transport and termination of Local Traffic, shall be deemed to be a modification of a material term that requires immediate good faith renegotiation between the Parties. Until such renegotiation results in a new agreement or an amendment to this Agreement between the Parties, the Parties agree that (y) in the case of (i) above, they will pay each other appropriate transport charges in addition to the usual call termination charge for Local Traffic that it delivers to the other Party's Local Serving Wire Center, provided each Party continues to offer the option of delivering Local Traffic to another IP in the LATA at the usual call termination charge only, and (z) in the case of (ii) above, the Party whose receipt of reciprocal compensation is affected shall not be obligated to pay the other Party reciprocal compensation for the other Party's transport and termination of the same kind of Local Traffic delivered by the affected Party in excess of what the affected Party is permitted to receive and retain.

23.0 MISCELLANEOUS.

23.1 Authorization.

23.1.1 BA is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania and has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder on behalf of BA.

23.1.2 Cellco Partnership is a Delaware general partnership duly organized and validly existing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

23.2 Independent Contractor. Each Party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties. Each Party and each Party's contractor shall be solely responsible for the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to their employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

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

23.4 Confidentiality.

23.4.1 All information, including but not limited to specification, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party dealing with customer specific, facility specific, or usage specific information, other than customer information communicated for the purpose of publication or directory database inclusion, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary," or (iii) communicated orally and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party.

23.4.2 Each Party shall keep all of the other Party's Proprietary Information confidential and shall use the other Party's Proprietary Information only for performing the covenants contained in this Agreement. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.

23.4.3 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information that:

(a) was, at the time of receipt, already known to the receiving Party free of any obligation to keep it confidential as evidenced by written records prepared prior to delivery by the disclosing Party; or

(b) is or becomes publicly known through no wrongful act of the receiving Party;
or

(c) is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or

(d) is independently developed by an employee, agent, or contractor of the receiving Party that is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the Proprietary Information; or

(e) is approved for release by written authorization of the disclosing Party; or

(f) is required to be made public by the receiving Party pursuant to applicable law, regulation or legal process, provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.

23.4.4 Upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic or otherwise.

23.4.5 Notwithstanding any other provision of this Agreement, the provisions of this subsection 23.4 shall apply to all Proprietary Information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the Effective Date.

23.5 Choice of Law. The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the state in which this Agreement is to be performed, without reference to its conflicts of laws provisions. In addition, insofar as and to the extent federal law may apply, federal law will control.

23.6 Taxes

23.6.1 In General. With respect to any purchase hereunder of services, facilities or arrangements, if any federal, state or local tax, fee, surcharge or other tax-like charge (a "Tax") is required or permitted by Applicable Law (as defined in subsection 22.1) to be collected from the purchasing Party by the providing Party, then (i) the providing Party shall properly bill the purchasing Party for such Tax, (ii) the purchasing Party shall timely remit such Tax to the providing Party and (iii) the providing Party shall timely remit such collected Tax to the applicable taxing authority.

23.6.2 Taxes Imposed on the Providing Party. With respect to any purchase hereunder of services, facilities or arrangements, if any federal, state or local Tax is imposed by Applicable Law on the receipts of the providing Party, which Law permits the providing Party to exclude certain receipts received from sales for resale to a public utility, distributor, telephone company, local exchange carrier, telecommunications company or other communications company ("Telecommunications Company"), such exclusion being based solely on the fact that the purchasing Party is also subject to a tax based upon receipts ("Receipts Tax"), then the purchasing Party (i) shall provide the providing Party with notice in writing in accordance with subsection 23.6.6 of this Agreement of its intent to pay the Receipts Tax and (ii) shall timely pay the Receipts Tax to the applicable tax authority.

23.6.3 Taxes Imposed on Customers. With respect to any purchase hereunder of services, facilities or arrangements that are resold to a third party, if any federal, state or local Tax

is imposed by Applicable Law on the subscriber, end-user, Customer or ultimate consumer ("Subscriber") in connection with any such purchase, which a Telecommunications Company is required to impose and/or collect from a Subscriber, then the purchasing Party (i) shall be required to impose and/or collect such Tax from the Subscriber and (ii) shall timely remit such Tax to the applicable taxing authority.

23.6.4 Liability for Uncollected Tax, Interest and Penalty. If the providing Party has not received an exemption certificate and fails to collect any federal, state or local sales or excise tax, then, as between the providing Party and the purchasing Party, (i) the purchasing Party shall remain liable for such uncollected Tax and (ii) the providing Party shall be liable for any interest assessed thereon and any penalty assessed with respect to such uncollected Tax by such authority. If the providing Party properly bills the purchasing Party for any Tax but the purchasing Party fails to remit such Tax to the providing Party as required by subsection 23.6.1, then, as between the providing Party and the purchasing Party, the purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the providing Party does not collect any Tax as required by subsection 23.6.1 because the purchasing Party has provided such providing Party with an exemption certificate that is later found to be inadequate by a taxing authority, then, as between the providing Party and the purchasing Party, the purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the purchasing Party fails to pay the Receipts Tax as required by subsection 23.6.2, then, as between the providing Party and the purchasing Party, (x) the providing Party shall be liable for any Tax imposed on its receipts and (y) the purchasing Party shall be liable for any interest assessed thereon and any penalty assessed upon the providing Party with respect to such Tax by such authority. If the purchasing Party fails to impose and/or collect any Tax from Subscribers as required by subsection 23.6.3, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay, or is required to impose on and/or collect from Subscribers, the purchasing Party agrees to indemnify and hold the providing Party harmless on an after-tax basis for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to recover the Tax from the providing Party due to the failure of the purchasing Party to timely pay, or collect and timely remit, such Tax to such authority. In the event either Party is audited by a taxing authority, the other Party agrees to cooperate fully with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

23.6.5 Tax Exemptions and Exemption Certificates. If Applicable Law clearly exempts a purchase hereunder from a Tax, and if such Law also provides an exemption procedure, such as an exemption-certificate requirement, then, if the purchasing Party complies with such procedure, the providing Party shall not collect such Tax during the effective period of such exemption. Such exemption shall be effective upon receipt of the exemption certificate or affidavit in accordance with the terms set forth in subsection 23.6.6. If Applicable Law clearly exempts a purchase hereunder from a Tax, but does not also provide an exemption procedure, then

the providing Party shall not collect such Tax if the purchasing Party (i) furnishes the providing Party with a letter signed by an officer requesting such an exemption and citing the provision in the Law which clearly allows such exemption and (ii) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party (e.g., an agreement commonly used in the industry), which holds the providing Party harmless on an after-tax basis with respect to its forbearing to collect such Tax.

23.6.6 Notices for Purposes of this Subsection 23.6. All notices, affidavits, exemption-certificates or other communications required or permitted to be given by either Party to the other, for purposes of this subsection 23.6, shall be made in writing and shall be delivered in person or sent by certified mail, return receipt requested, or registered mail, or a courier service providing proof of service, and sent to the addressees set forth in subsection 23.10 as well as to the following:

To Bell Atlantic: Bell Atlantic Network Services, Inc.
1717 Arch Street
30th Floor
Philadelphia, PA 19103
Attention: Tax Administration

To BANM: Cellco Partnership
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Chief Financial Officer

Either Party may from time to time designate another address or other addressees by giving notice in accordance with the terms of this subsection 23.6. Any notice or other communication shall be deemed to be given when received.

23.7 Assignment. Either Party may, with the other Party's prior written consent, assign this Agreement or any of its rights or obligations hereunder to a third party, including, without limitation its parent or other affiliate, which consent shall not be unreasonably withheld upon the provision of reasonable evidence by the proposed assignee that it has the resources, ability, and authority to provide satisfactory performance under this Agreement. Any assignment or delegation in violation of this subsection 23.7 shall be void and ineffective and constitute a default of this Agreement.

23.8 Billing and Payment; Disputed Amounts.

23.8.1 Except as may otherwise be provided in this Agreement, each Party shall submit on a monthly basis an itemized statement 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.

23.8.2 Although it is the intent of both Parties to submit timely and accurate statements of charges, failure by either Party to present statements to the other Party in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, and 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.

23.8.3 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall within sixty (60) days of its receipt of the invoice containing such disputed amount give notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay (i) all undisputed amounts to the Billing Party when due and (ii), when the Disputed Amount cumulatively amounts to \$100,000 or more, 50% of the Disputed Amount into an interest bearing escrow account with a third party escrow agent mutually agreed upon by the Parties. The remaining balance of the Disputed Amount not placed into escrow shall thereafter be paid upon final determination of such dispute.

23.8.4 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within ninety (90) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative that has authority to settle the dispute and that is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

23.8.5 If the Parties are unable to resolve issues related to the Disputed Amounts within forty-five (45) days after the Parties' appointment of designated representatives pursuant to subsection 23.8.4, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy pursuant to law or equity. The Commission may direct release of any or all funds (including any accrued interest) in the escrow account, plus applicable late fees, to be paid to either Party.

23.8.6 The Parties agree that all negotiations pursuant to this subsection 23.8 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

23.8.7 Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under applicable law.

23.9 Dispute Resolution. Any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties, in the first instance. Should such negotiations fail to resolve the dispute in a reasonable time, either Party may initiate an appropriate action in any regulatory or judicial forum of competent jurisdiction.

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

To BANM: Cellco Partnership
 180 Washington Valley Road
 Bedminster, N.J. 07921
 Attention: Executive Vice President of Network and Chief Technical
Officer

with a required copy to: General Counsel, at the same address

To Bell Atlantic: Bell Atlantic Network Services, Inc.
 1320 N. Courthouse Road
 9th Floor
 Arlington, VA 22201
 Attention: Director - Wireless Interconnection Services
 Facsimile: 703/974-6432

with a copy to:

Vice President and General Counsel
Bell Atlantic - Pennsylvania, Inc.

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

23.11 Section 252(i) Obligations.

23.11.1 Upon BANM's request and to the extent required under Applicable Law, BA shall make available without unreasonable delay to BANM any individual interconnection, service or network element provided for in this Agreement upon the same rates, terms and conditions as those

contained in any agreement to which it is a party that is approved by the Commission or the FCC pursuant to Section 252 of the Act (an "Approved Agreement"). Upon request of BANM, BA will negotiate in good faith to make available any additional interconnection, service or network element not provided for in this Agreement upon the same rates, terms, and conditions as those provided in any Approved Agreement. The Parties understand and agree that Approved Interconnection Agreements on file with the Commission are available to the public pursuant to Section 251 of the Act.

23.11.2 To the extent the exercise of the foregoing options (under Section 23.11.1) requires a rearrangement of facilities by the providing Party, the opting Party shall be liable for the reasonable non-recurring charges associated therewith.

23.11.3 BANM may exercise such option by delivering written notice to BA. Upon BA receipt of said notice, the Parties shall amend this Agreement to provide the same rates, terms and conditions to BANM for the remaining term of this Agreement; provided, however, that BANM must continue to provide the same services or arrangements to BA as required by this Agreement, subject to the rates, terms, and conditions applicable to BA in its agreement with the third party or to the rates, terms, and conditions of this Agreement, whichever is more favorable to BA in its sole determination.

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

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

23.14 No License.

23.14.1 Except to the extent necessary for complying with the terms of this Agreement (e.g., technically necessary with respect to interconnection.), nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trademark, trade name, trade secret or any other proprietary or intellectual property now or hereafter owned, controlled or licensable by either Party, and neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right of the

other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

23.14.2 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 Party or its customers 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 of any facilities by either Party under this Agreement, alone or in combination with that of the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third party. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.

23.14.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY THE PARTIES OF THE OTHER'S FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM BY ANY THIRD PARTY OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT OF SUCH THIRD PARTY.

23.15 Technology Upgrades. Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. Each Party shall provide the other written notice at least ninety (90) days prior to the incorporation of any such upgrades in its network that will materially affect the other Party's service. Each Party shall be solely responsible for the cost and effort of accommodating such changes in its own network.

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

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

23.18. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

23.19 Modification, Amendment, Supplement, or Waiver. No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties. A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options.

23.20 Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the Parties and their respective legal successors and permitted assigns.

23.21 Publicity. Neither Party shall use the name of the other Party in connection with this Agreement in a press release or statement without the prior consent of the other Party, which consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this __th day of _____, 1997.

CELLCO PARTNERSHIP,

BELL ATLANTIC-PENNSYLVANIA, INC.

PITTSBURGN SMSA LIMITED PARTNERSHIP

PENNSYLVANIA RSA NO. 6 LIMITED PARTNERSHIP

ALLENTOWN SMSA LIMITED PARTNERSHIP

READING SMSA LIMITED PARTNERSHIP

By: _____
On behalf of the General Partner

By: _____

Printed: _____

Printed: _____

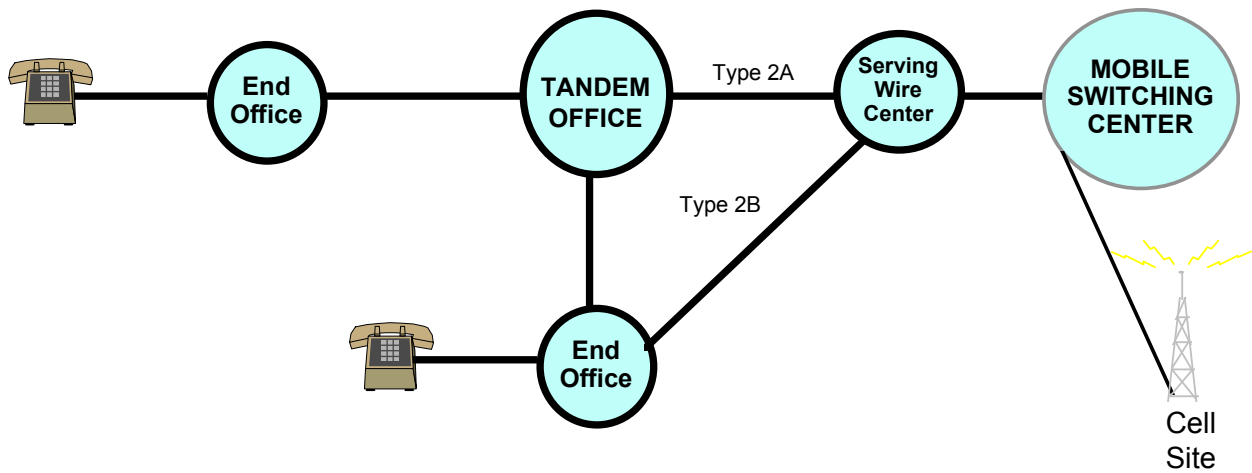
Title: _____

Title: _____

Schedule 3.2

Physical Architecture

CMRS TYPE 2A/B INTERCONNECTION



Schedule 3.4

Type S Interconnection

1. DEFINITIONS:

- a.) Integrated Services Digital Network User Part ("ISUP") provides for transfer of call set-up signaling information between signaling points.
- b.) Message Transfer Part ("MTP") provides functions for basic routing of signaling messages between signaling points.
- c.) Point Code ("PC") means a binary code which identifies a signaling point in a signaling network. The code is used either as a destination point code or as an originating point code.
- d.) Signal Transfer Point ("STP") means a specialized switch which provides SS7 network access and performs SS7 message routing and screening.
- e.) Signaling Connection Control Part ("SCCP") provides additional routing and management functions for transfer of messages other than call set-up between signaling points.
- f.) Signaling Point of Interface ("SPOI") means one Party's location in the same LATA as the other Party's where SS7 signaling information is exchanged between BA and BANM.
- g.) Transactions Capabilities Application Party ("TCAP") Messages provides for transfer of non-circuit related information between signaling points.
- h.) Type S Interconnection Facility ("TSIF") means a dedicated SS7 signaling link connection between one Party's SPOI and an STP port of the other Party.
- i.) Type S Interconnection Service is a CCS network interconnection facility between BA and BANM using SS7 protocol that consists of subprotocols MTP, SCCP, ISUP, and TCAP. The service provides the transport of SS7 ISUP and SS7 TCAP messages over a Type S Interconnection Facility, (i) between one Party's STP and the other Party's SPOI within the LATA, and (ii) between BA's STP and Interexchange Carriers.

2. AVAILABILITY OF SERVICE:

Type S Interconnection Service is provided over a Type S Interconnection Facility from one Party's SPOI to the other Party's STP in LATAs within BA's territory where SS7 Interconnection is available.

3. TYPE S INTERCONNECTION FACILITIES:

BA will provide BANM, upon written request, those facilities and arrangements described herein, including Type S Interconnection Facilities, that are necessary to establish the physical connection of a communications path, which is separate from the message path, to allow the interchange of signaling information as provided for in this Schedule.

A Type S Interconnection Facility includes a dedicated 56 Kbps signaling connection between BANM's SPOI and a port of BA's STP within the same LATA. The exchange of signaling information may be between BA and BANM, or between BANM and a designated Interexchange Carrier or other Cellular Mobile Carrier via BA's STP(s).

BANM agrees to send BA CPN associated with mobile-to-land calls when BA is providing this information to BANM on land-to-mobile calls originating from BA's SS7 equipped end offices that are in the same LATA as BANM's IP. BA and BANM's agreement to reciprocally provide CPN shall apply only if it is consistent with state law, and if required, after obtaining any necessary regulatory approvals.

4. NETWORK SPECIFICATIONS:

The specific protocol for CPN is contained in Bell Atlantic Supplement Common Channel Signaling (CCS) Network Interface Specification and Technical Reference TR-TSV-00905. BA will transmit a "privacy indicator" as part of the CPN information in those jurisdictions where end users may elect that their CPN information not be passed to the called party, and where an end user has taken the actions necessary to ensure that its CPN is not passed to the called party.

Particular Conditions of Section 13 of this Agreement shall apply and be supplemented with technical references TR-TSV-00905 Common Channel Signaling Network Interface Specification Supporting Network Interconnection, Message Transfer Part, and Integrated Services Digital Network User Part, and Bell Atlantic complementary BA-905 CCS/SS7 Cellular Interface Specifications, and TA-NWT-001434-CCS Network Interface Specification ("CNIS") supporting wireless services providers.

5. PROVISION OF FACILITIES:

The timing of providing BANM with SS7-ISUP interconnection shall be determined by adding BANM's request to the schedule of SS7-ISUP interconnection requests that BA currently maintains for all carriers. BANM shall be added to the existing schedule based on the date that BA receives BANM's written request.

6. CHARGES FOR TYPE S INTERCONNECTION SERVICE:

Each Party will pay to the Other Party the charges as set forth in Section 13 and Exhibit A of this Agreement. Each Party will provide reports of its interstate message signaling usage. If a Party fails to provide such reports, all of that Party's message signaling usage shall be treated as intrastate.

TCAP Charges

A Point Code establishment or change charge is applicable, based on current Tariffed rates, for each BANM designated originating or destination Point Code. Intrastate Point Codes shall be provided under and at rates specified in a special rate authorization letter.

BANM will provide BA with each originating and destination Point Code to be used by BA for screening and routing all SS7 signaling messages associated with transport of SS7 signaling messages through BA's STP.

Interexchange Carrier (IXC) Interchange of SS7 Messages

BANM shall specify in writing to BA, the IXC to which InterLATA TCAP messages shall be sent. It will be BANM's responsibility to ensure that the designated IXC(s) has SS7 facilities from BA's STP to the IXC(s) SPOI. For those facilities, charging will occur directly between BA and IXC.

7. PROPRIETARY INFORMATION:

To protect the security of BA's network, Point Codes will be provided to BANM pursuant to a non-disclosure agreement that contains terms specified by BA and that is signed only by BANM.

8. PROVISION OF INFORMATION:

BANM and BA agree to keep adequate records of operations and transactions and to furnish to the other party such information as may be reasonably required for the administration of Type S Interconnection Service, including but not limited to, specific reports relating to the percentage of intrastate/interstate message signaling traffic interchanged and any other data needed to compute charges.

Absent the willingness and ability to determine by direct measurement or any other means, the relative amounts of message signaling traffic distribution that BANM carries each month, BANM may provide estimates of the percentages of its message signaling traffic distribution based on data and measurements which are reasonably available to it. BANM will provide a complete written explanation of said estimates and shall make available for inspection any studies, traffic measurements, or other data at its immediate disposal necessary to test the reasonableness of said estimates. Said percentages will be subject to review by BA as to reasonableness.

SCHEDULE 5.3

RATE ELEMENTS UNDER MEET POINT BILLING

Interstate Access - Terminating to or originating from BANM Customers

<u>Rate Element</u>	<u>Billing Company</u>
Carrier Common Line	BANM
Local Switching	BANM
Interconnection Charge	BANM
Local Transport Facility/ Tandem Switched Transport Per Mile	Based on negotiated billing percentage (BIP)
Tandem Switching	BA
Local Transport Termination/ Tandem Switched Transport Fixed	BA
Entrance Facility	BA
800 Database Query	BA

Intrastate Access - Terminating to or originating from BANM Customers

<u>Rate Element</u>	<u>Billing Company</u>
Carrier Common Line	BANM
Local Switching	BANM
Interconnection Charge	BANM
Local Transport Facility/ Tandem Switched Transport Per Mile	Based on negotiated billing percentage (BIP)
Tandem Switching	BA
Local Transport Termination/ Tandem Switched Transport Fixed	BA
Entrance Facility	BA
800 Database Query	BA

BELL ATLANTIC- PENNSYLVANIA, INC. AND CELLCO PARTNERSHIP

DETAILED SCHEDULE OF ITEMIZED CHARGES¹

A. BA Services, Facilities, and Arrangements:

	<u>BA Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
1.a.	Entrance facilities, and transport, as appropriate, for Interconnection at BA End Office, Tandem Office, Serving Wire Center, or other Point of Interconnection	Per interstate [BA FCC #1 sec. 6.9.1.] and (pending) intrastate [BA-PA PUC 302 sec. 6.9.2] access tariffs for Feature Group D service ²	
1.b.	Collocation and related services for Interconnection at BA End Office, Tandem Office, or Serving Wire Center	Per interstate [BA FCC 1 sec. 19], intrastate access tariff [BA PA PUC 302 sec. 16, and pending intrastate access tariffs ³	

¹ Rates listed herein for services, facilities, or arrangements that are marked with an asterisk (*) are fixed pursuant to Section 15 of the Agreement for the initial term of the Agreement, as set forth in Section 17 of the Agreement. Rates for services, facilities, or arrangements that are not marked with an asterisk shall change in accordance with the provisions of Section 15 of the Agreement.

All rates set forth herein, as applied to unbundled Network Elements or call transport and/or termination of Local Traffic purchased for the provision of Telephone Exchange Service or Exchange Access, shall be interim rates. These interim rates shall be replaced on a prospective basis by permanent rates (applicable to unbundled Network Elements or call transport and/or termination of Local Traffic purchased for the provision of Telephone Exchange Service or Exchange Access) as may be approved by the Commission pursuant to the effective FCC Regulations. At such time as such permanent rates have been approved by the Commission, the Parties shall append to this Exhibit an Exhibit AA, setting forth such rates, which Exhibit AA the Parties shall update periodically as necessary.

² Pending approval of the BA intrastate local transport restructure tariff, intrastate access services subject to the pending tariff will be charged pursuant to effective tariffs, as agreed by the Parties, subject to true-up at either Party's request.

³ Pending approval of the BA intrastate collocation tariff to be filed no later December 31, 1996, all collocation services shall be charged at rates found in BA FCC 1 sec. 19 or BA-PA PUC 302 sec. 16.

	<u>BA Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
1.c.	Transit arrangements (for Interconnection between BANM and carriers other than BA)	Per tariffs cited in sections 1.a. and 1.b. above, as applicable; separate trunks required for the IXC subtending trunks ⁴	Per interstate [BA FCC 1 sec. 6.9.1.B] and pending intrastate [BA-PA PUC 302 sec. 6.9.2.B] for tandem switching and tandem switched transport, as applicable ⁵ Illustrative: Interstate, proposed intrastate tandem switching \$.000999/mou, tandem switched transport \$.000195/mou plus \$.000045/mou/mile
1.d.	911 Interconnection	Per tariffs cited in 1.a., 1.b., and 1.c. above, as applicable, for entrance facility plus applicable transport, or Collocation Arrangement at 911 tandem.	
1.e.	Directory assistance interconnection	Intrastate per BA-PA PUC 302 sec. 9.6.B (transport) ⁶ Interstate per BA FCC 1 sec. 9.6.B	Intrastate per pending BA-PA PUC 302 sec. 9.6.B ⁷ ; Interstate per BA FCC 1 sec. 9.6.B
2.	Unbundled elements	Available as listed herein and in interstate and intrastate tariffs, and pursuant to Section 11 of the Agreement	
3.	Poles, ducts, conduits, ROW	Per contract rates pursuant to 47 U.S.C. sec. 224	
4.	Special construction charges	As applicable per BA-PA PUC 1 sec. 9	
5.a.	Trunk Side local transport DS-1 transport	Per interstate [BA FCC 1 sec. 6.9.1.C] and (proposed) intrastate [BA-PA PUC 302 sec. 6.9.2.C] tariffs ⁸	
5.b.	DS-3 transport	Tariff reference see 5.a. above.	
6.a.	Directory assistance	Per separate contract; branding available Directory transport per section 1.e. above	

⁴ See note 2 above.

⁵ See note 2 above.

⁶ See note 2 above.

⁷ See note 2 above.

⁸ See note 2 above.

	<u>BA Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
6.b.	Operator call completion	Per separate contract	
7.a.	Change NXX code rate center	\$ 1,753.65	
7.b.	Access to telephone numbers (NXX codes issued per ICCF Code Administration Guidelines)*	No charge	
8.a.	SS7 Interconnection	Per interstate [BA FCC 1 sec. 6.9.1.G] and intrastate [BA-PA PUC 302 sec. 6.9.2.C] tariff	Per interstate [BA FCC 1 sec. 6.9.1.L] and intrastate [BA-PA PUC sec. 6.9.2.I] tariff
8.b.	LIDB Interconnection	Per tariff [BA FCC 1 sec. 6.9.1M]	Per tariff [BA FCC 1 sec. 6.9.1M]
8.c.	800/888 data base Interconnection	No separate charge (included in FGD trunk and STP links)	Per interstate [BA FCC 1 sec. 6.9.1.N], and intrastate [BA-PA PUC 302 sec. 6.9.2.J] tariffs
9.a.	Reciprocal call termination Local Traffic delivered to Bell Atlantic Interconnection Point*		End Office: \$.003/mou Tandem: \$.005/mou Charged in accordance with note 9 below
10.	Access charges for termination of intrastate and interstate Toll Traffic		Per interstate and intrastate access tariffs (charged in conjunction with Local Traffic, using CLUP and PIU, as appropriate)
11.	Individual Case Basis	Per contract or tariff	

B. BANM Services, Facilities, and Arrangements:

	<u>BANM Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
1.a	Reciprocal call termination Local Traffic delivered to BANM Interconnection Point *		Calculated in accordance with note 9 below
2.b	Access charges for termination of intrastate and interstate Toll Traffic		At generally available rates, not to exceed BA's tariffed rates (charged in conjunction with Local Traffic, using CLUP and PIU, as appropriate)

9 **LOCAL TRAFFIC TERMINATION RATES:**

A. Charges by BA

- (a) Traffic delivered to BA Local Serving Wire Center ("LSWC") or BA Access Tandem: \$.005 per mou
- (b) Traffic delivered directly to terminating BA End Office: \$.003 per mou

Note: All BA-IPs as of the Effective Date are LSWC or Access Tandems. Therefore, Local Traffic delivered to such BA-IPs shall be subject to the rate of \$.005 per mou.

B. Charges by BANM

1. Single-tiered interconnection structure:

BANM's rates for the termination of BA's Local Traffic under the single-tiered interconnection structure shall be recalculated once each year on each anniversary of the Effective Date (the "Rate Determination Date"). The initial Rate Determination Date shall be the first anniversary of the Effective Date. The methodology for recalculating the rates is as follows:

LSWC/Access Tandem Minutes = Total minutes of use of Local Traffic delivered by BANM to the BA LSWC or BA Access Tandem for most recent billed quarter.

End Office Minutes = Total minutes of use Local Traffic delivered by BANM directly to the terminating BA End Office for most recent billed quarter.

Total Minutes = Total minutes of use of Local Traffic delivered by BANM to BA for most recent billed quarter.

BANM Charge at the B-IP =

$$\frac{(\text{LSWC/Access Tandem Minutes} \times \$0.005) + (\text{End Office Minutes} \times \$0.003)}{\text{Total Minutes}}$$

2. Multiple-tiered interconnection structure (if offered by BANM to any carrier)

- (a) Local Traffic delivered to BANM LSWC or BANM Access Tandem: \$.005
- (b) Local Traffic delivered to terminating BANM End Office/node: \$.003

C. In the event a Party desires to deliver Local Traffic to a LSWC that is not located within 25 miles of the Tandem Office to which it is subtended, then such Party shall, in addition to paying the Access Tandem termination rate described above, purchase the necessary transport facilities from the terminating Party to transport such Traffic to the Access Tandem.

NETWORK ELEMENT BONA FIDE REQUEST

1. Each Party shall promptly consider and analyze access to a new unbundled Network Element with the submission of a Network Element Bona Fide Request hereunder. The Network Element Bona Fide Request process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. October 19, 1992), Paragraph 259 and Footnote 603 or subsequent orders.

2. A Network Element Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Network Element, the telecommunications service(s) to be provided by the requesting Party using the requested Network Element(s), the means of Interconnection, the number or volume requested, the locations, and the date(s) such Network Elements are desired. The requesting Party shall either make a binding commitment to order the Network Elements requested in the quantity and within the time frame requested or to pay the requested Party the costs of processing the Requests.

3. The requesting Party may cancel a Network Element Bona Fide Request at any time, but shall pay the other Party's reasonable and demonstrable costs of processing and/or implementing the Network Element Bona Fide Request up to the date of cancellation.

4. Within ten (10) business days of its receipt, the receiving Party shall acknowledge receipt of the Network Element Bona Fide Request.

5. Except under extraordinary circumstances, within thirty (30) days of its receipt of a Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a preliminary analysis of such Network Element Bona Fide Request. The preliminary analysis shall confirm that the receiving Party will offer access to the Network Element or will provide a detailed explanation that access to the Network Element is not technically feasible and/or that the request does not qualify as a Network Element that is required to be provided under the Act.

6. If the receiving Party determines that the Network Element Bona Fide Request is technically feasible and otherwise qualifies under the Act, it shall promptly proceed with developing the requested Network Element upon receipt of written authorization from the requesting Party. When it receives such authorization, the receiving Party shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals.

7. Unless the Parties otherwise agree, the requested Network Element must be priced in accordance with Section 252(d)(1) of the Act.

8. As soon as feasible, but not more than ninety (90) days after its receipt of authorization to proceed with developing the requested Network Element, the receiving Party shall provide to the requesting Party a Network Element Bona Fide Request quote which

will include, at a minimum, a description of each Network Element, the availability, the applicable rates and the installation intervals.

9. Within thirty (30) days of its receipt of the Network Element Bona Fide Request quote, the requesting Party must either confirm its order for the requested Network Element pursuant to the Network Element Bona Fide Request quote or seek arbitration by the Commission pursuant to Section 252 of the Act.

10. If a Party to a Network Element Bona Fide Request believes that the other Party is not requesting, negotiating or processing the Network Element Bona Fide Request in good faith, or disputes a determination, or price or cost quote, or is failing to act in accordance with section 251 of the Act, such Party may seek mediation or arbitration by the Commission pursuant to Section 252 of the Act .

EXHIBIT C

DIRECTORY ASSISTANCE AND CALL COMPLETION SERVICES AGREEMENT

THIS AGREEMENT is made, effective this ____ day of _____ 1996, by and between **Bell Atlantic Network Services, Inc.** (hereinafter referred to as “Bell Atlantic”), a Delaware corporation, with offices at 1320 North Courthouse Road, Arlington, VA 22201, and _____ (hereinafter referred to as “Carrier”), a _____ corporation with offices at _____.

1. SCOPE AND TERM OF AGREEMENT

1.1 Scope This Agreement sets forth the terms and conditions which shall govern the use of and payment for Directory Assistance (DA) Service and IntraLATA Call Completion Service (hereinafter collectively referred to as “Services”) to be provided by Bell Atlantic, or its affiliated companies, to Carrier. Carrier shall subscribe to and pay for Services for Carrier’s local exchange customers in the _____ LATA.

1.2 Term The initial term of this Agreement shall commence as of 12:01 a.m. on the date first written above and shall expire upon the conclusion of the subscription period selected by Carrier in Appendix A. The Agreement shall thereafter renew for an additional term of twelve (12) months from the expiration date, or from the end of any subsequent renewal period, as applicable, unless either party provides the other party written notice of its intent not to renew the Agreement at least three (3) months prior to the expiration of the initial or any subsequent renewal term.

2. DESCRIPTION OF SERVICES

2.1 Directory Assistance (DA) Service

a) Directory Assistance Service shall consist of 1) directory transport by Bell Atlantic from the point of Bell Atlantic’s interconnection with Carrier’s trunks to Bell Atlantic’s designated DA locations, and 2) the provision of telephone number listings by Bell Atlantic Carrier Call Representatives (CCRs) in response to calls from Carrier’s local exchange customers located in the LATA designated in Section 1.1.

b) A maximum of two requests for telephone numbers will be accepted per DA call. A “DA call” as used in this Agreement shall mean a call answered by or forwarded to Bell Atlantic, regardless of whether a telephone number is requested, provided, or available. The

listings that will be available to Carrier's customers are those telephone numbers that are listed in Bell Atlantic's DA records for the LATA designated in Section 1.1.

2.2 DA Call Completion Service

a) DA Call Completion (DACC) Service is a call completion service offered in conjunction with Directory Assistance Service. DACC Service provides the Carrier's end users the ability to place a call to a requested DA listing without having to hang up and redial.

b) DACC Service can be provided to end users as either a basic or an automatic service. Basic DACC Service enables the end user to choose between DA call completion or hanging up to redial. Automatic DACC Service automatically completes the DA call. If a caller requests two numbers on a DA call, only the second number will be completed using DACC Service.

c) DACC Service requires that the Carrier meet switching, facility, and other technical standards as required by Bell Atlantic to provide this service. Bell Atlantic will deliver all DACC Service calls back to the Carrier for transport and completion.

2.3 IntraLATA Call Completion Service IntraLATA Call Completion Service consists of the live and automated local and toll call completion services specified in Appendix B, including the completion of collect, card and bill-to-third party calls; busy line verification; customer requested interrupt; and other assistance to callers. IntraLATA Call Completion Service includes the support of the Bell Atlantic Carrier Call Centers and call completion facilities used to provide such services to Carrier.

2.4 Branding Branding is a service option that permits the Carrier to deliver a customized front-end announcement to its callers, identifying the Carrier as the customer service provider. Branding is available for DA as well as IntraLATA Call Completion Services. Carrier shall provide the information required by Bell Atlantic to create this announcement. Branding also requires that the Carrier maintain dedicated trunking arrangements to the designated Bell Atlantic DA or operator switch location.

2.5 Carrier Subscription The specific Services to which Carrier shall subscribe and the applicable service subscription periods are contained in Appendix A ("Carrier Subscription Selection Form").

2.6 End User Billing Bell Atlantic will provide Carrier with unrated records in EMR format for Services. The rating, billing, and settlement of end-user charges for the calls are the responsibility of Carrier.

3. COMMENCEMENT AND IMPLEMENTATION OF SERVICE

3.1 Required Information Each party shall make good-faith efforts to carry out its respective responsibilities in meeting a jointly established schedule for implementation. All records and other required information specified in Appendix C will be furnished by Carrier at least ninety (90) days prior to the commencement of Services (i.e., the cutover date described in Section 3.2.) Notices of any changes, additions, or deletions to such records and information shall be provided promptly in writing by Carrier to Bell Atlantic. Bell Atlantic will review these change requests and determine any potential impact on the cutover date. Written confirmation of any impact will be provided to Carrier.

3.2 Cutover The cutover date for Services shall be the date on which the Services set forth in Appendix A shall be available to all of Carrier's local exchange customers in the LATA designated in Section 1.1. The subscription period set forth in Appendix A for such Services shall commence on the cutover date.

3.3 Service Review Meetings Bell Atlantic will meet and confer with Carrier during the term of this Agreement to review and discuss the Services provided under this Agreement. The times for meetings will be established by mutual agreement of the parties.

4. EQUIPMENT AND FACILITIES

4.1 Bell Atlantic will establish and maintain such access equipment, trunking and other related facilities as may be necessary for its Carrier Call Centers to furnish Carrier the Services specified in Appendix A, provided that Carrier furnishes Bell Atlantic the information specified in Appendices C, and any changes in such information in a timely and accurate manner. Any additional services that Carrier seeks during the term of this Agreement will be subject to mutual agreement and the availability of facilities and equipment.

4.2 Carrier will provide and maintain such equipment within its premises as is necessary to permit the Bell Atlantic to perform the agreed-upon Services in accordance with Bell Atlantic standard equipment operation and traffic operation procedures.

4.3 Carrier Transport and Switched Access Connection

a) Carrier shall, at its expense, arrange for and establish the trunking and other transport, interface, and signaling arrangements required for Bell Atlantic to provide Services to Carrier. Separate dedicated trunks for each NPA or LATA may be required. Any trunks or other transport and access that Carrier obtains from Bell Atlantic to deliver Carrier's calls to Bell Atlantic shall be provided pursuant to the applicable tariffs, and not under this Agreement. Bell Atlantic agrees to coordinate the scheduling of Services to be provided under this Agreement with the scheduling of any trunking or related services provisioned by Bell Atlantic under the tariffs.

b) Carrier shall specify the number of trunks required for Services. For Directory Assistance and DACC Services, Carrier must provide Feature Group D (FGD) trunks directly to the location designated by Bell Atlantic. For IntraLATA Call Completion Service, Carrier must provide trunks with operator services signaling directly to the location designated by Bell Atlantic. Bell Atlantic shall provide Carrier at least three (3) months advance notice in the event of any change in designated locations. Any rearrangements necessitated by Bell Atlantic's change of a designated location shall be subject to the waiver of charges specified in the applicable tariffs.

5. PAYMENT FOR SERVICES

5.1 Rates

a) Carrier agrees to pay for Services at the rates contained in Appendix A, subject to such obligations as Bell Atlantic may have under the Telecommunications Act of 1996, and the FCC and state regulations and decisions thereunder, to set cost-based rates for unbundled network elements. Specifically, when a regulatory body of competent jurisdiction has duly approved cost based rates under which Bell Atlantic is required to provide DA, LIDB, and local call completion services to competitive local exchange carriers (hereinafter referred to as "CLEC rates"), Bell Atlantic shall charge, and Carrier shall pay, such CLEC rates for the applicable Services.

b) Until such time that CLEC rates are determined, Carrier shall pay the rates set forth in Appendix A as interim rates, subject to Carrier's right to pay rates for Services that are no more than the interim rates charged by Bell Atlantic to any other CLEC for the same or similar Services under conditions comparable to those applying to Carrier under this Agreement, including but not limited to the length of term, LATA(s) and geographic area served, and volume of calls. Bell Atlantic agrees to notify Carrier of any lower interim prices for the same or similar services Bell Atlantic offers to any other CLEC and to give Carrier the benefit of such lower prices from the first date on which those lower prices are charged to any other CLEC until the approval of applicable CLEC rates.

5.2 Settlements Carrier shall render payment to Bell Atlantic net thirty (30) calendar days from the date of delivery of the Services or from the date of billing for the Services, whichever occurs later. Carrier shall pay interest on any amount overdue at the rate of fifteen (15) percent per annum, compounded monthly.

5.3 Billing Disagreements

a) Carrier may, in good faith, dispute part or all of an invoice provided by Bell Atlantic. To dispute an invoice, Carrier must provide Bell Atlantic with a written explanation of the questioned charges for consideration within thirty (30) days of receipt of the invoice.

Bell Atlantic will respond to Carrier's claim within thirty (30) days of receipt of the explanation.

b) The parties agree to negotiate any dispute in good faith to reach a satisfactory resolution of the dispute no later than 90 days after Carrier's receipt of the invoice. Carrier shall have no obligation to pay interest on a disputed amount while a resolution is being negotiated during this period. In the event that the dispute is not resolved at the account manager level within 45 days after receipt of Carrier's claim, the parties agree to submit the dispute to an InterCompany Review Board for resolution. The InterCompany Review Board shall consist of two representatives from each party who are authorized to resolve the dispute on behalf of their respective companies. The InterCompany Review Board shall conduct a joint conference to review the parties' respective positions and to resolve the dispute.

c) Upon the resolution of the dispute, an appropriate adjustment of billing shall be made by Bell Atlantic. Bell Atlantic shall apply any reductions in the invoiced amount as a credit. Carrier shall promptly pay any amounts the parties agree are due with interest thereon under Section 5.2 retroactive to the date of the original invoice. If no resolution is reached within the specified 90 day period, either party may pursue such other remedies and recourse as are otherwise available under law or this Agreement.

5.4 Taxes The rates specified in this Agreement and Appendices are exclusive of all taxes, duties, or similar charges imposed by law. Carrier shall be liable for and shall reimburse Bell Atlantic for any sales, use, excise, or other taxes applicable to the Services performed under this Agreement.

5.5 Carrier's Customers Carrier shall be responsible for all contacts and arrangements with its customers concerning the provision and maintenance, and the billing and collection, of charges for Services furnished to Carrier's customers.

6. DEFAULTS AND TERMINATION

6.1 Defaults or Violations If Carrier defaults in the payment of any amount due hereunder, or if Bell Atlantic materially fails to provide Services as agreed hereunder, and such default or failure shall continue for thirty (30) days after written notice thereof, the other party may terminate this Agreement with seven (7) days written notice.

7. LIQUIDATED DAMAGES AND LIMITATION OF LIABILITY

7.1 Liquidated Damages In the event of default or breach by either party, the parties agree that the nondefaulting party will incur direct damages and expenses that will be difficult to calculate. The parties therefore agree that the amounts described in Sections 7.2 and 7.3 shall constitute the applicable damages in the event of such breach or default.

7.2 Carrier Remedies If Carrier terminates the Agreement pursuant to Section 6.1 based on default or failure of Bell Atlantic, Bell Atlantic shall pay as liquidated damages to Carrier an amount equivalent to the charges assessed for Services provided under this Agreement for the three month period preceding the date of termination and the sum of \$5000. In all other instances if Bell Atlantic, through negligence or willful misconduct, fails to provide Services in accordance with this Agreement, and Carrier does not terminate this Agreement pursuant to Section 6.1, Bell Atlantic shall pay Carrier as liquidated damages the amount of charges paid by Carrier for the calls that were not properly processed because of such negligence or misconduct.

7.3 Bell Atlantic Remedies In the event that Carrier discontinues using Bell Atlantic's Services in whole or in part, or terminates this Agreement prior to the expiration of the subscription term, unless such termination is due to Bell Atlantic's material failure to perform as specified in Section 6.1, Carrier shall pay as liquidated damages either a) the charges billed for the month in which the highest usage of Services occurred, multiplied by the number of months remaining in the then-current term, or b) the sum of \$50,000 for Directory Assistance Service and \$50,000 for IntraLATA Call Completion Service. If the discontinuance or termination occurs after the first year of the initial term, the Carrier shall pay the lesser of the two amounts. Carrier shall pay the greater of the two amounts for any termination that occurs before the end of the first year. If Carrier causes this Agreement to terminate before the commencement of Services selected in Appendix A, Carrier shall pay Bell Atlantic the greater of the following: a) all reasonable and necessary costs already incurred by Bell Atlantic in establishing and preparing for the commencement of such Services, as determined by Bell Atlantic or b) the sum of \$50,000 for Directory Assistance Service and \$50,000 for IntraLATA Call Completion Service.

7.3 OTHER REMEDIES THE EXTENT OF LIABILITY ARISING UNDER THIS AGREEMENT SHALL BE LIMITED AS DESCRIBED IN SECTIONS 7.1, 7.2 AND 7.3 ABOVE. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY OTHER LOSS, COST, CLAIM, INJURY, LIABILITY, OR EXPENSE RELATED TO OR ARISING OUT OF THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER INCLUDING, BUT NOT LIMITED TO, ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR PROFIT, WHETHER RECOVERY IS SOUGHT IN TORT, CONTRACT, OR OTHERWISE, EVEN IF EITHER PARTY HAD NOTICE OF SUCH DAMAGES.

8. CONFIDENTIAL INFORMATION

8.1 Confidentiality The parties agree that all confidential and proprietary information that is marked as specified in Section 8.2 and that is disclosed by either party to the other party for the purposes of this Agreement, including rates and terms, shall be treated as confidential unless a) such information was previously or becomes known to the receiving party free of any obligation to keep it confidential, b) has been or is subsequently made

public by the disclosing party, or c) is required to be disclosed by law. The receiving party shall not, except in the performance of the Services under this Agreement or with the express prior written consent of the other party, disclose or permit access to any confidential information to any other parties. The parties agree to advise their respective employees, agents, and representatives to take such action as may be advisable to preserve and protect the confidentiality of such information.

8.2 Marking of Confidential Information All information the disclosing party considers proprietary or confidential, if in writing or other tangible form, shall be conspicuously labeled or marked as “Proprietary” and/or “Confidential” and, if oral, shall be identified as proprietary at the time of disclosure and promptly confirmed in writing. Either party shall have the right to correct any inadvertent failure to designate information as proprietary by written notification within ten (10) days following disclosure.

9. RELATIONSHIP OF THE PARTIES

9.1 Independent Contractors Bell Atlantic and Carrier shall be independent contractors under this Agreement, and all services under this Agreement shall be performed by Bell Atlantic as an independent contractor and not as an agent of Carrier.

9.2 Responsibility for Employees and Agents All persons furnished by Bell Atlantic shall be considered solely Bell Atlantic’s employees or agents, and Bell Atlantic shall be responsible for compliance with all laws, rules, and regulations relating to such persons including, but not limited to, hours of labor, working conditions, workers’ compensation, payment of wages, benefits, unemployment, social security and other payroll taxes. Each party’s employees and agents, while on premises of the other, shall comply with all rules and regulations, including any applicable security procedures and safeguarding of confidential data.

10. GENERAL CONDITIONS

10.1 Assignment Neither party may assign or delegate its rights and obligations under this Agreement without the prior written consent of the other party, except that either party may assign this Agreement, without such consent, to its parent, affiliate or subsidiary. Thirty (30) days advance notice of such assignment shall be provided to the other party

10.2 Choice of Law The validity, construction and performance of this Agreement shall be governed by the laws of _____.

10.3 Compliance with Laws Each party shall comply with all applicable federal, state, county and local laws, ordinances, regulation, rules and codes in the performance of this Agreement. Neither party shall be liable to the other for termination of this Agreement or any services to be provided hereunder necessitated by compliance with any law, rule, regulation or court order of a duly authorized governmental body.

10.4 Contingency Neither party shall be held responsible or liable to the other for any delay or failure in performance caused by fires, strikes, embargoes, requirements imposed by Government regulation, civil or military authorities, act of God or by the public enemy, or other causes beyond the control of Carrier or Bell Atlantic. If such a contingency occurs, the party injured by the other's inability to perform may: a) terminate the affected services or part thereof not already rendered; or b) suspend the affected services or part thereof for the duration of the delaying cause and resume performance once the delaying causes cease.

10.5 Licenses No licenses, expressed or implied, under any patents, copyrights, trademarks or other intellectual property rights are granted by Bell Atlantic to Carrier under this Agreement.

10.6 Notices Except as otherwise specified in this Agreement, any notice required or permitted under this Agreement shall be in writing and shall be given to the other party at the address designated below by hand delivery, registered return-receipt requested mail, confirmed facsimile, or nationally recognized courier service:

For Bell Atlantic: Bell Atlantic Network Services, Inc.
1320 N. Courthouse Road
Arlington, VA 22201
Attn: Jeffrey Noack, Account Executive

For Carrier:

The above addresses may be changed by giving thirty (30) calendar days prior written notice as prescribed above. Notice shall be deemed to have been given or made on the date of delivery if received by hand, facsimile or express courier, and three days after delivery to the U.S. Postal Service, if mailed.

10.7 Publicity Bell Atlantic and Carrier agree to submit to each other prior to publication all advertising, sales promotions, and press releases that promote or otherwise relate to the services provided under this Agreement and include the other party's name, logos, trademarks, or service marks. Bell Atlantic and Carrier further agree not to publish or use any such advertising, sales promotion, or press releases unless it obtains the other party's prior written consent, except that either party may disclose the fact that Bell Atlantic

provides operator service and directory assistance to Carrier without such prior review or approval.

10.8 Severability If any provision of this Agreement or the application of any provision shall be held by a tribunal of competent jurisdiction to be contrary to law or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

10.9 Survival All obligations hereunder, incurred by either Bell Atlantic or Carrier prior to the cancellation, termination, or expiration of this Agreement shall survive such cancellation, termination or expiration.

10.10 Captions and Section Headings The captions and section headings in this Agreement are for convenience only and do not affect the meaning or interpretation of this Agreement.

10.11 Duplicate Originals This Agreement may be executed separately by the parties in one or more counterparts. Each duplicate executed shall be deemed an original, and all together shall constitute one and the same document.

10.12 Nondisclosure of Agreement Each party agrees not to disclose the terms and conditions of this Agreement to any third party, except that it shall not be deemed a breach of this provision for the parties to disclose the terms and conditions of this Agreement to their respective parent companies, subsidiaries and affiliated companies or to any duly constituted governmental body which requires disclosure.

10.13 Entire Agreement The terms and conditions of this Agreement, including Appendices A, B, and C attached to this Agreement, constitute the entire Agreement between Bell Atlantic and Carrier relating to the subject matter of this Agreement, and supersede any and all prior or contemporaneous understandings, promises or representations, whether written or oral, between the parties relating to the subject matter of this Agreement. Any waiver, modification or amendment of any provision of this Agreement, or of any right or remedy hereunder, shall not be effective unless made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties agree that the effective date of this Agreement is the date first written above, and each party warrants that it has caused this Agreement to be signed and delivered by its duly authorized representative.

**FOR BELL ATLANTIC
NETWORK SERVICES, INC.**

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

INTRALATA CALL COMPLETION SERVICES

A. Calling Card

Live: Bell Atlantic Carrier Call Representative keys the calling card number and call details into the system, secures validation, and releases the call to the Carrier's network.

Automated: Caller keys the calling number and call details in response to automated prompts. Bell Atlantic secures validation and releases the call to the Carrier's network.

B. Collect

Live: Bell Atlantic Carrier Call Representative obtains the calling party's name, keys the call details if necessary, announces the call to the called party, waits for acceptance, and releases the call to the Carrier's network.

Automated: Caller provides name and call details. Bell Atlantic's automated system obtains called party's consent and releases the call to the Carrier's network.

C. Billed To A Third Party

Live: Bell Atlantic Carrier Call Representative requests the calling party's name, keys the call details if necessary, calls the third party to verify acceptance of billing, and upon acceptance, releases the call to the Carrier's network.

Automated: Caller provides name, call details, and billing number. Bell Atlantic's automated system verifies billed number and releases the call to the Carrier's network.

D. Person-to-Person

Bell Atlantic Carrier Call Representative requests the person or department the calling party has specified, ensures appropriate party has been reached (person or department), and releases call.

E. Miscellaneous Call Assistance (Live)

1. 0- Calls: Bell Atlantic will provide caller dialing instructions or assistance, transfer of emergency calls, and business office or repair service.

2. Dialing Assistance & Intervention: Bell Atlantic Carrier Call Representative will dial a number for a caller who is unwilling to dial directly or encounters trouble such as wrong number, poor transmission, or cutoff, and who requests a credit or reconnection.

3. Time and Charges: Customer requests time and charges at the end of conversation.

4. Individuals with Disabilities: Carrier Call Representative assists a caller requiring dialing assistance due to a disability.

- F. Busy-Line Verification
Bell Atlantic Carrier Call Representative determines if the number specified by the customer is in use, idle, or out of order. Appropriate facilities and equipment may be required from the Carrier to enable verification of Carrier's lines.

- G. Customer-Requested Interrupt
At the caller's request, Bell Atlantic Carrier Call Representative will interrupt conversation in progress on a line that has been verified through Busy-Line Verification.

- H. Validation Services
Bell Atlantic will launch a query for the validation of all calling card calls, collect calls, and billed-to-third number calls to a Line Information Data Base (LIDB). The query costs for query of LIDB are included in Bell Atlantic Carrier Call Representative (CCR) Work Second or Automated call rates specified in Appendix A, but may be an additional rate element when CLEC rates are approved. Bell Atlantic will also launch queries for validations to other companies' LIDBs to which it has access.

REQUIRED INFORMATION

Carrier shall furnish Bell Atlantic all information required by Bell Atlantic to establish and maintain the Services to be provided to Carrier. Such required information includes, but is not limited to, the following:

1. Central office exchange names
2. Usage forecasts
3. Local central office characteristics
4. Trunking arrangements and trunk group types
5. Emergency reporting system and procedures
6. Business office information
7. Repair service information
8. Name and address request information
9. Tariffs and rate information
10. Customer dialing capabilities
11. Access to EMR records
12. Desired branding announcement (if applicable)
13. Access Service Requests (ASRs) for trunking and translations
14. Carrier's estimated start date of Services

AMENDMENT NO. 1

to the

INTERCONNECTION AGREEMENT

between

**VERIZON PENNSYLVANIA INC.,
F/K/A BELL ATLANTIC – PENNSYLVANIA, INC.**

and

**CELLCO PARTNERSHIP,
PITTSBURGH SMSA LIMITED PARTNERSHIP,
PENNSYLVANIA RSA NO. 6 (II) LIMITED PARTNERSHIP,
READING SMSA LIMITED PARTNERSHIP, and
ALLENTOWN SMSA LIMITED PARTNERSHIP,
D/B/A VERIZON WIRELESS**

FOR PENNSYLVANIA

This Amendment No. 1 (this "Amendment") is effective June 14, 2001 ("Amendment Effective Date"), by and between Verizon Pennsylvania Inc., formerly known as Bell Atlantic – Pennsylvania, Inc. ("Verizon"), and Allentown SMSA Limited Partnership, doing business as Verizon Wireless, and Cellco Partnership, doing business as Verizon Wireless, on behalf of itself and Pittsburgh SMSA Limited Partnership, Pennsylvania RSA No. 6 (II) Limited Partnership, and Reading SMSA Limited Partnership (Allentown SMSA Limited Partnership, Cellco Partnership, and the other Verizon Wireless Parties, are each hereinafter referred to as "VZW"). (Verizon and VZW may hereinafter be referred to, each individually, as a "Party," and, collectively, as the "Parties").

WITNESSETH:

WHEREAS, Verizon and VZW are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934 for Pennsylvania, which was effective April 10, 1997 (the "Agreement"); and

WHEREAS, Verizon and VZW wish to amend the Agreement to transfer the rights, duties and obligations of Reading SMSA Limited Partnership under the Agreement to Cellco Partnership, and to modify the section pertaining to notices to be given by Verizon to VZW under the Agreement;

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. The Agreement is amended as follows:

- 1.1 Effective as of the Amendment Effective Date, Reading SMSA Limited Partnership assigns all of its rights, and delegates all of its duties and obligations, under the Agreement to Cellco Partnership, and Cellco Partnership assumes all of the rights, duties and obligations of Reading SMSA Limited Partnership under the Agreement. Verizon and VZW consent and agree to such assignment, delegation and assumption of rights, duties and obligations.
- 1.2 Effective as of the Amendment Effective Date, as used in the Agreement, the term "BANM" shall be deemed to include the following: Cellco Partnership, Pittsburgh SMSA Limited Partnership, Pennsylvania RSA No. 6 (II) Limited Partnership, and Allentown SMSA Limited Partnership.
- 1.3 Notices to be given by Verizon to VZW under Section 23.10 of the Agreement on or after July 15, 2002 shall be delivered to the following:

Director of Interconnection
Verizon Wireless
GA3B1REG
Alpharetta, GA 30004
Attn.: Dudley Upton

Director Regulatory—Interconnection
1300 I Street, NW, Suite 400W
Washington, DC 20005

2. 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, or to affect either Party's right to exercise any right of termination it may have under the Agreement.

3. 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.

4. 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.

Verizon Pennsylvania Inc.

By: _____

Printed: Jeffrey A. Masoner

Title: Vice-President – Interconnection
Services Policy & Planning

Verizon Wireless Parties:

Cellco Partnership,
Doing Business As
Verizon Wireless

Pittsburgh SMSA Limited
Partnership, Doing Business
As Verizon Wireless, By
Cellco Partnership, its
General Partner

Pennsylvania RSA No. 6 (II) Limited
Partnership, Doing Business
As Verizon Wireless (also known as
Pennsylvania RSA No. 6 Limited
Partnership), By
Cellco Partnership, its
General Partner

Reading SMSA Limited Partnership,
Doing Business
As Verizon Wireless, By
Cellco Partnership, its
Successor in Interest

By: _____

Printed: A. J. Melone

Title: Staff Vice President –
Network Operations Support

Allentown SMSA Limited
Partnership, Doing Business
As Verizon Wireless, By
Bell Atlantic Mobile Systems
Of Allentown, Inc., its
General Partner

By: _____
Printed: A. J. Melone
Title: Staff Vice President –
Network Operations Support

AMENDMENT NO. 2

to the

INTERCONNECTION AGREEMENT

between

**VERIZON PENNSYLVANIA INC.,
F/K/A BELL ATLANTIC – PENNSYLVANIA, INC.**

and

**CELLCO PARTNERSHIP,
PITTSBURGH SMSA LIMITED PARTNERSHIP,
PENNSYLVANIA RSA NO. 6 (II) LIMITED PARTNERSHIP, and
ALLENTOWN SMSA LIMITED PARTNERSHIP,
D/B/A VERIZON WIRELESS**

FOR PENNSYLVANIA

This Amendment No. 2 (this "Amendment") is effective June 14, 2001 ("Amendment Effective Date"), by and between Verizon Pennsylvania Inc., formerly known as Bell Atlantic – Pennsylvania, Inc. ("Verizon"), and Allentown SMSA Limited Partnership, doing business as Verizon Wireless, and Cellco Partnership, doing business as Verizon Wireless, on behalf of itself and Pittsburgh SMSA Limited Partnership and Pennsylvania RSA No. 6 (II) Limited Partnership (Allentown SMSA Limited Partnership, Cellco Partnership, and the other Verizon Wireless Parties, are each hereinafter referred to as "VZW"). (Verizon and VZW may hereinafter be referred to, each individually, as a "Party," and, collectively, as the "Parties").

WITNESSETH:

WHEREAS, Verizon and VZW are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934 (the "Act") for Pennsylvania, which was effective April 10, 1997 (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, VZW 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. The Agreement is amended as follows:

1.1 Notwithstanding any other provision of the Agreement, effective as of the Amendment Effective Date, the following provisions shall apply to and be a part of the Agreement:

1.1.1 Rates.

1.1.1.1 The reciprocal compensation rates that shall apply pursuant to Section 251(b)(5) of the Act and Section 4.6 of the Agreement for the transport and termination of Local Traffic that has been delivered to the terminating Party-IP, shall be the reciprocal compensation rates set out in Attachment 1 to this Amendment.

1.1.1.2 The reciprocal compensation rates provided for in Section 1.1.1.1 above shall replace and apply in lieu of the reciprocal compensation rates for the transport and termination of Local Traffic set out in the Agreement (including, but not limited to, the reciprocal compensation rates set out in Exhibit A, Sections A.9.a and B.1.a, and Note 9).

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

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 the 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. IntraMTA Traffic does not include any Internet Traffic.
- 1.1.5 Reciprocal compensation shall not apply to Internet Traffic.
- 1.1.6 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.
- 1.1.7 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).
- 1.1.8 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. If the Order is stayed, vacated or modified, in whole or in part, by the FCC or another governmental entity of competent jurisdiction, each Party shall have the right to terminate this Amendment by written notice to the other Party. 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, Section 22, “Compliance with Laws; Regulatory Approval”) 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.

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.

Verizon Pennsylvania Inc.

By: _____

Printed: Jeffrey A. Masoner
Title: Vice-President – Interconnection
Services Policy & Planning

Verizon Wireless Parties:

Cellco Partnership,
Doing Business As
Verizon Wireless

Pittsburgh SMSA Limited
Partnership, Doing Business
As Verizon Wireless, By
Cellco Partnership, its
General Partner

Pennsylvania RSA No. 6 (II) Limited
Partnership, Doing Business
As Verizon Wireless (also known as
Pennsylvania RSA No. 6 Limited
Partnership), By
Cellco Partnership, its
General Partner

By: _____

Printed: A. J. Melone
Title: Staff Vice President –
Network Operations Support

Allentown SMSA Limited
Partnership, Doing Business
As Verizon Wireless, By

Bell Atlantic Mobile Systems
Of Allentown, Inc., its
General Partner

By: _____
Printed: A. J. Melone
Title: Staff Vice President –
Network Operations Support

ATTACHMENT 1

A. VERIZON SERVICES, FACILITIES, AND ARRANGEMENTS:

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
I. Local Traffic Termination¹		
Local Traffic Delivered at Verizon Interconnection Point	June 14, 2001 through December 13, 2001 -- \$0.0015 per minute of use	Not Applicable
	December 14, 2001 through June 13, 2003 -- \$0.0010 per minute of use	
	June 14, 2003 and thereafter -- \$0.0007 per minute of use	

¹ The charges for Local Traffic Termination set out in this Section A.I, "Local Traffic Termination," are adopted pursuant to Paragraphs 89 through 94 of the FCC's Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68 (4/18/01). The dates shown in this schedule 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.

B. VZW SERVICES, FACILITIES, AND ARRANGEMENTS:

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
I. Local Traffic Termination²		
Local Traffic Delivered at VZW Interconnection Point	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 June 14, 2003 and thereafter -- \$0.0007 per minute of use	Not Applicable

² The charges for Local Traffic Termination set out in this Section B.I, "Local Traffic Termination," are adopted pursuant to Paragraphs 89 through 94 of the FCC's Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68 (4/18/01). The charges for Local Traffic Termination set out in Section B.I are intended to be the same as the charges that Verizon bills to VZW for Local Traffic Termination set out in Section A.I. In the event of any change in the charges for Local Traffic Termination set out in Section A.I, the charges for Local Traffic Termination set out in Section B.I shall automatically change to be the same as the charges for Local Traffic Termination set out in Section A.I. The dates shown in this schedule 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.

AMENDMENT NO. 3

to the

INTERCONNECTION AGREEMENT

between

**VERIZON PENNSYLVANIA INC.,
F/K/A BELL ATLANTIC – PENNSYLVANIA, INC.**

and

**CELLCO PARTNERSHIP,
PITTSBURGH SMSA LIMITED PARTNERSHIP,
PENNSYLVANIA RSA NO. 6 (II) LIMITED PARTNERSHIP, and
ALLENTOWN SMSA LIMITED PARTNERSHIP,
D/B/A VERIZON WIRELESS**

FOR PENNSYLVANIA

This Amendment No. 3 (the "Amendment") shall be deemed effective on January 1, 2004 (the "Effective Date") by and between Verizon Pennsylvania Inc., formerly known as Bell Atlantic – Pennsylvania, Inc. ("Verizon"), and Allentown SMSA Limited Partnership, doing business as Verizon Wireless, and Cellco Partnership, doing business as Verizon Wireless, on behalf of itself and Pittsburgh SMSA Limited Partnership and Pennsylvania RSA No. 6 (II) Limited Partnership (Allentown SMSA Limited Partnership, Cellco Partnership, and the other Verizon Wireless Parties, are each hereinafter referred to as "Verizon Wireless"). (Verizon and Verizon Wireless may hereinafter be referred to, each individually, as a "Party," and, collectively, as the "Parties"). This Amendment covers services in the Commonwealth of Pennsylvania (the "Commonwealth").

WITNESSETH:

WHEREAS, Verizon and Verizon Wireless are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 which was effective April 10, 1997 (the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to add provisions to govern the exchange of toll free service access code (e.g., 800/877/888) ("8YY") calls between the Parties.

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. The Parties agree that the terms and conditions set forth in the Toll Free Service Access Code Traffic Attachment attached hereto shall govern the exchange of toll free service access code calls between the Parties.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement,

or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

3. 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.
4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
5. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in Section 1 of this Amendment, the terms and provisions of the Agreement shall remain in full force and effect after the Effective Date.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

Verizon Pennsylvania Inc.

By: _____

Printed: Jeffrey A. Masoner
Title: Vice-President – Interconnection
Services Policy & Planning

Date: _____

Verizon Wireless Parties:

Cellco Partnership,
Doing Business As
Verizon Wireless

Pittsburgh SMSA Limited
Partnership, Doing Business
As Verizon Wireless, By
Cellco Partnership, its
General Partner

Pennsylvania RSA No. 6 (II) Limited
Partnership, Doing Business
As Verizon Wireless, By
Cellco Partnership, its
General Partner

Allentown SMSA Limited
Partnership, Doing Business
As Verizon Wireless, By
Bell Atlantic Mobile Systems
Of Allentown, Inc., its
General Partner

By: _____

Printed: A. J. Melone
Title: Staff Vice President –
Network Operations Support

Date: _____

TOLL FREE SERVICE ACCESS CODE TRAFFIC ATTACHMENT

The following terms shall apply when either Party delivers toll free service access code (e.g., 800/877/888)("8YY") calls to the other Party. For the purposes of this Section, the terms "translated" and "untranslated" refers to those toll free service access code calls that have been queried ("translated") or have not been queried ("untranslated") to an 8YY database. Except as otherwise agreed to by the Parties, upon request of Verizon, all Verizon Wireless originating "untranslated" 8YY traffic will be routed over a separate One-Way Trunk group. In the event that Verizon Wireless is requested to establish additional trunks to comply with requirements of this Attachment, these trunk additions shall be completed by Verizon Wireless within sixty (60) calendar days from the initial date of request by Verizon, or other timeframe agreed to by the Parties.

- 1.1 When Verizon Wireless delivers translated 8YY calls to Verizon for completion,
 - 1.1.1 to an IXC, Verizon Wireless shall:
 - 1.1.1.1 provide an appropriate Exchange Message Interface ("EMI") record to Verizon for processing and meet point billing in accordance with the meet point billing provisions of this Agreement; and
 - 1.1.1.2 bill the IXC the Verizon Wireless query charge associated with the call.
 - 1.1.2 to Verizon or another LEC that is a toll free service access code service provider in the LATA, Verizon Wireless shall:
 - 1.1.2.1 provide an appropriate EMI record to the toll free service access code service provider; and
 - 1.1.2.2 to the extent permitted by FCC rulings or orders or interconnection agreements with other Parties, bill the toll free service access code service provider the applicable Verizon Wireless switched access or reciprocal compensation rates and the Verizon Wireless query charge.
 - 1.1.2.3 Verizon shall bill applicable tandem transit service charges and associated passthrough charges to Verizon Wireless.
- 1.2 When Verizon performs the query and delivers translated 8YY calls, originated by Verizon's or another LEC's Customer,
 - 1.2.1 to Verizon Wireless should it become a toll free service access code service provider, Verizon shall:
 - 1.2.1.1 bill Verizon Wireless the Verizon query charge associated with the call; and
 - 1.2.1.2 provide an appropriate EMI record to Verizon Wireless; and
 - 1.2.1.3 bill Verizon Wireless Verizon's tariffed FGD switched exchange access or reciprocal compensation rates as applicable.

- 1.3 When Verizon Wireless: delivers untranslated 8YY calls to Verizon for completion,
 - 1.3.1 to an IXC, Verizon shall:
 - 1.3.1.1 query the call and route the call to the appropriate IXC; and
 - 1.3.1.2 provide an appropriate EMI record to Verizon Wireless, upon request of Verizon Wireless, to facilitate billing to the IXC; and
 - 1.3.1.3 bill the IXC the Verizon query charge associated with the call and any other applicable Verizon charges.
 - 1.3.2 to Verizon or another LEC that is a toll free service access code service provider in the LATA, Verizon shall:
 - 1.3.2.1 query the call and route the call to the appropriate LEC toll free service access code service provider; and
 - 1.3.2.2 provide an appropriate EMI record to Verizon Wireless, upon request of Verizon Wireless, to facilitate billing to the LEC toll free service access code service provider; and
 - 1.3.2.3 bill the LEC toll free service access code service provider the query charge associated with the call and any other applicable Verizon charges.
- 1.4 Verizon will not direct untranslated toll free service access code call to Verizon Wireless.