

Contract ID:2400180000PATA

Service Attachment ID:2400180001PATATD

SERVICE ATTACHMENT  
ACCESS TANDEM INTERCONNECTION

ACNA: GMT

State: PA

Location: Erie, PA (ERIEPAXM52T)

Legal Entities: GTE North Incorporated and GTE Mobilnet Incorporated

Effective Date: May 26, 1998

---

Section 1 - Interconnection Facilities

1.1 The interconnection facilities for this Access Tandem Interconnection are DS1.

1.1.1 Charges for the interconnection facilities are based on the GTE North Incorporated Intrastate Access Tariff and are subject to change during the term of this Agreement.

Section 2 - CCS7 Access Service Connection (To be completed if this is an SS7 interconnection.)

2.1 The CCS7 Access Service Connection (Type S) required for this service is provided by GTE INS.

2.1.1 If the CCS7 Access Service Connection (Type S) is provided by GTE, the facility charges are based on theGTOC FCC NO. 1 Tariff and are subject to change during the term of this Agreement.

MOBILE-TO-LAND (M/L) MINUTE OF USE (MOU) RATE \$0.012

Contract ID: \_\_\_\_\_

**INTERCONNECTION AGREEMENT**

**BETWEEN**

**GTE NORTH INCORPORATED**

**AND**

**GTE MOBILNET OF CLEVELAND INCORPORATED  
GTE MOBILNET OF OHIO LIMITED PARTNERSHIP**

**FOR THE STATE OF PENNSYLVANIA**

ARTICLE I  
SCOPE AND INTENT OF AGREEMENT . . . . . I-1

ARTICLE II  
DEFINITIONS . . . . . II-1

1. General Definitions . . . . . II-1

Affiliate . . . . . II-1

Automatic Number Identification . . . . . II-1

Bellcore . . . . . II-1

Business Day . . . . . II-1

CLLI codes . . . . . II-1

Common Channel Signaling . . . . . II-1

DS-1 . . . . . II-1

DS-3 . . . . . II-1

Exchange Message Record . . . . . II-1

Exchange Service . . . . . II-2

EIS . . . . . II-2

FCC . . . . . II-2

Guide . . . . . II-2

Interconnection . . . . . II-2

IXC . . . . . II-2

ISDN . . . . . II-2

ISUP . . . . . II-2

Local Exchange Carrier . . . . . II-2

Local Exchange Routing Guide . . . . . II-3

Local Traffic . . . . . II-3

MDF . . . . . II-3

Meet-Point Billing . . . . . II-3

MECAB . . . . . II-3

MECOD . . . . . II-3

Mid-Span Fiber Meet . . . . . II-3

NANP . . . . . II-3

NID . . . . . II-4

Numbering Plan Area . . . . . II-4

NXX . . . . . II-4

PSAP . . . . . II-4

Rate Center . . . . . II-4

Routing Point . . . . . II-4

Service Control Point . . . . . II-5

Service Switching Point . . . . . II-5

Signaling Point . . . . . II-5

Signaling System 7 ..... II-5  
Signal Transfer Point ..... II-5  
Subsidiary ..... II-5  
Synchronous Optical Network ..... II-5  
Switched Access Service ..... II-5  
Two-Way Wireless Mobile Telecommunications Service Provider ..... II-5  
Vertical Features ..... II-5  
Wire Center ..... II-6

ARTICLE III

GENERAL PROVISIONS ..... III-1

1. Scope of General Provisions ..... III-1

2. Term and Termination ..... III-1

    2.1 Term ..... III-1

    2.2 Post-Termination Arrangements ..... III-1

    2.3 Termination Upon Default ..... III-1

    2.4 Termination Upon Sale ..... III-1

    2.5 Liability upon Termination ..... III-2

3. Amendments ..... III-2

4. Assignment ..... III-2

5. Authority ..... III-2

6. Billing and Payment ..... III-2

    6.1 Billing ..... III-2

    6.2 Dispute ..... III-2

    6.3 Late Payment Charge ..... III-2

    6.4 Taxes ..... III-2

7. Binding Effect ..... III-3

8. Compliance with Laws and Regulations ..... III-3

9. Confidential Information ..... III-3

    9.1 Identification ..... III-3

    9.2 Handling ..... III-3

    9.3 Exceptions ..... III-4

    9.4 Survival ..... III-4

10. Consent ..... III-4

11. Cooperation on Fraud Minimization ..... III-4

12. Dispute Resolution ..... III-4

    12.1 Alternative to Litigation ..... III-4

    12.2 Negotiations ..... III-5

    12.3 Arbitration ..... III-5

    12.4 Costs ..... III-5

13. Entire Agreement ..... III-6

14. Expenses ..... III-6

15. Force Majeure ..... III-6

16. Governing Law ..... III-6

17. Headings ..... III-6

18. Independent Contractor Relationship ..... III-6

19. Liability and Indemnity ..... III-7

    19.1 Indemnification ..... III-7

    19.2 End User and Content-Related Claims ..... III-7

    19.3 DISCLAIMER ..... III-7

    19.4 Limitation of Liability ..... III-7

    19.5 Intellectual Property ..... III-8

20. Multiple Counterparts ..... III-8

21. No Offer ..... III-8

22. Notices ..... III-8

23. Protection ..... III-9

    23.1 Impairment of Service ..... III-9

    23.2 Resolution ..... III-9

24. Publicity ..... III-9

25. Regulatory Agency Control ..... III-9

26. Rule of Construction ..... III-10

27. Section References ..... III-10

28. Severability ..... III-10

29. Subcontractors ..... III-10

30. Subsequent Law ..... III-10

31. Trademarks and Trade Names ..... III-10

32. Waiver ..... III-10

ARTICLE IV

INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC

..... IV-1

1. Services Covered by This Article ..... IV-1

    1.1 Types of Services ..... IV-1

    1.2 Service Locations for Interconnection Services and Facilities ..... IV-1

    1.3 Additional Services or Service Locations ..... IV-1

2. Billing and Rates ..... IV-1

    2.1 Rates and Charges ..... IV-1

    2.2 Billing ..... IV-1

3. Transport and Termination of Traffic ..... IV-2

    3.1 Types of Traffic ..... IV-2

    3.2 Audits ..... IV-2

    3.3 Compensation For Exchange Of Traffic ..... IV-2

    3.4 Tandem Switching Services ..... IV-2

4. Direct Network Interconnection ..... IV-2

    4.1 Network Interconnection Architecture ..... IV-2

    4.2 Compensation ..... IV-3

    4.3 Trunking Requirements ..... IV-4

    4.4 Calling Scopes ..... IV-4

5. Indirect Network Interconnection ..... IV-5

6.	<u>Number Resources</u> .....	IV-5
6.1	<u>Number Assignment</u> .....	IV-5
6.2	<u>Rate Centers</u> .....	IV-5
6.3	<u>Routing Points</u> .....	IV-5
6.4	<u>Code Administration</u> .....	IV-6
6.5	<u>Programming Switches</u> .....	IV-6
7.	<u>Meet-Point Billing</u> .....	IV-6
7.1	<u>Meet-Point Arrangements</u> .....	IV-6
7.2	<u>Compensation</u> .....	IV-7
8.	<u>Common Channel Signaling</u> .....	IV-7
8.1.	<u>Service Description</u> .....	IV-7
8.2	<u>Signaling Parameters</u> .....	IV-8
8.3	<u>Privacy Indicators</u> .....	IV-8
8.4	<u>Connection Through STP</u> .....	IV-8
8.5	<u>Third Party Signaling Providers</u> .....	IV-8
8.6	<u>Multi-Frequency Signaling</u> .....	IV-8
9.	<u>Implementation</u> .....	IV-8

ARTICLE V

ADDITIONAL SERVICES AND COORDINATED SERVICE ARRANGEMENTS

.....		V-1
1.	<u>Coordinated Repair Calls</u> .....	V-1
2.	<u>911/E911 Arrangements</u> .....	V-1
2.1	<u>Description of Service</u> .....	V-1
2.2	<u>Transport</u> .....	V-1
2.3	<u>Cooperation and Level of Performance</u> .....	V-1
2.4	<u>Updates to Database</u> .....	V-2
2.5	<u>Compensation</u> .....	V-2
3.	<u>Information Services Traffic</u> .....	V-2
3.1.	<u>Routing</u> .....	V-2
3.2	<u>Recording</u> .....	V-2
3.3	<u>Rating</u> .....	V-2
3.4	<u>Billing and Collection</u> .....	V-2
3.5	<u>Blocking</u> .....	V-3

4. Directory Assistance (DA) and Operator Services ..... V-3

ARTICLE VI  
COLLOCATION ..... VI-1

1. Physical Collocation ..... VI-1

2. Existing Virtual Collocation ..... VI-1

ARTICLE VII  
ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY ..... VII-1

APPENDIX A  
SERVICE MATRIX ..... A-1

APPENDIX B  
SERVICE ATTACHMENTS ..... B-1

APPENDIX C  
RATES AND CHARGES FOR  
TRANSPORT AND TERMINATION OF TRAFFIC ..... C-1



This Interconnection Agreement (the "Agreement"), is entered into by and between GTE North Incorporated, with its address for purposes of this Agreement at 600 Hidden Ridge Drive, Irving, Texas 75038 ("GTE"), and GTE Mobilnet of Cleveland Incorporated, as General Partner of GTE Mobilnet of Ohio Limited Partnership, in its capacity as a certified provider of two-way wireless mobile telecommunications service ("Mobilnet"), with its address for this Agreement at 245 Perimeter Center Parkway, Atlanta, GA 30346 (GTE and Mobilnet being referred to collectively as the "Parties" and individually as a "Party"). This Agreement covers services in the state of Pennsylvania (the "State").

WHEREAS, interconnection between competing carriers is necessary and desirable for the mutual exchange and termination of traffic originating on each carrier's network; and

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

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

WHEREAS, Section 251 of the Telecommunications Act of 1996 (the "Act") imposes specific obligations on LECs with respect to the interconnection of their networks, access to their poles, ducts, conduits and rights-of-way and, in certain cases, physical collocation of equipment in LEC premises;

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

## ARTICLE I SCOPE AND INTENT OF AGREEMENT

Pursuant to this Agreement, the Parties will extend certain arrangements to one another within each area in which they both operate within the State for purposes of interconnection and the exchange of traffic between their respective end user customers, and access to GTE's poles, ducts, conduits and rights-of-way. This Agreement also governs the terms and conditions of the collocation of certain equipment of Mobilnet in the premises of GTE. This Agreement is an integrated package that reflects a balancing of interests critical to the Parties. This Agreement will be submitted to the Pennsylvania Public Utility Commission (the "Commission"), and the Parties will specifically request that the Commission refrain from taking any action to modify, supplement, suspend or otherwise delay implementation of this Agreement. For the term of this Agreement, the Parties shall not advocate before any legislative, regulatory, judicial or other public forum that any terms of this Agreement between the Parties be modified, supplemented,

Contract ID: \_\_\_\_\_

suspended or eliminated. Notwithstanding this mutual commitment, the Parties agree that their entrance into this Agreement is without prejudice to any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements covered in this Agreement.

## ARTICLE II DEFINITIONS

### 1. General Definitions.

Except as otherwise specified herein, the following definitions shall apply to all Articles contained in this Agreement. Additional definitions that are specific to the matters covered in a particular Article may appear in that Article.

- 1.1 An "Affiliate" of a Party means a person, corporation or other legal entity that, directly or indirectly, owns or controls a Party, or is owned or controlled by, or is under common ownership or control with a Party. For purposes of this definition, the term "own" means to have a majority ownership interest in, or have voting control of a majority of the ownership interests in, such corporation or other legal entity.
- 1.2 "Automatic Number Identification" or "ANI" refers to the number transmitted through the network identifying the calling party.
- 1.3 "Bellcore" means an organization owned jointly by the Bell regional holding companies and that may in the future be owned partially or totally by other persons, that conducts research and development projects for its owners, including development of new telecommunications services. Bellcore also provides certain centralized technical and management services for the regional holding companies and also provides generic requirements for the telecommunications industry for products, services and technologies.
- 1.4 "Business Day" shall mean Monday through Friday, except for holidays on which the U.S. mail is not delivered.
- 1.5 "CLLI codes" means Common Language Location Identifier Codes.
- 1.6 "Common Channel Signaling" or "CCS" means a high-speed specialized packet-switched communications network that is separate (out-of-band) from the public packet-switched and message networks. CCS carries addressed signaling messages for individual trunk circuits and/or database-related services between Signaling Points in the CCS network using SS7 signaling protocol.
- 1.7 "DS-1" is a digital signal rate of 1.544 Mbps.
- 1.8 "DS-3" is a digital signal rate of 44.736 Mbps.
- 1.9 "Exchange Message Record" or "EMR" means the standard used for exchange of telecommunications message information among LECs for billable, unbillable, sample,

settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, a Bellcore document that defines industry standards for exchange message records.

- 1.10 "Exchange Service" refers to all basic access line services, or any other services offered to end users which provide end users with a telephonic connection to, and a unique telephone number address on, the public switched telecommunications network ("PSTN"), and which enable such end users to place or receive calls to all other stations on the PSTN.
- 1.11 "EIS" or "Expanded Interconnection Service" means a service that provides interconnecting carriers with the capability to terminate basic fiber optic transmission facilities, including optical terminating equipment and multiplexers, at GTE's wire centers and access tandems and interconnect those facilities with the facilities of GTE. Microwave is available on a case-by-case basis where feasible.
- 1.12 "FCC" means the Federal Communications Commission.
- 1.13 "Guide" means the GTE Customer Guide for Establishment of Services - Resale and Unbundling, which contains GTE's operating procedures for ordering, provisioning, trouble reporting and repair for resold services and unbundled elements. A copy of the Guide will be provided to Mobilnet upon request.
- 1.14 "Interconnection" means the physical connection of separate pieces of equipment, transmission facilities, etc., within, between and among networks, for the transmission and routing of Exchange Service and Exchange Access. The architecture of interconnection may include collocation and/or mid-span meet arrangements.
- 1.15 "IXC" or "Interexchange Carrier" means a telecommunications service provider authorized by the FCC to provide interstate long distance communications services between LATAs and are authorized by the State to provide long distance communications services.
- 1.16 "ISDN" or "Integrated Services Digital Network" means a switched network service providing end-to-end digital connectivity for the simultaneous transmission of voice and data.
- 1.17 "ISUP" means a part of the SS7 protocol that defines call setup messages and call takedown messages.
- 1.18 "Local Exchange Carrier" or "LEC" means any company certified by the Commission to provide local exchange telecommunications service.

- 1.19 “Local Exchange Routing Guide” or “LERG” means the Bellcore reference customarily used to identify NPA-NXX routing and homing information.
- 1.20 “Local Traffic”, for purposes of compensation between Parties, means traffic that is originated by an end user of one Party and terminates to the end user of the other Party within the same MTA (Major Trading Area) and, for GTE-originated traffic, within the same LATA, provided that the end user of Mobilnet receives service on a wireless, mobile basis.
- 1.21 “MDF” or “Main Distribution Frame” means the distribution frame used to interconnect cable pairs and line trunk equipment terminating on a switching system.
- 1.22 “Meet-Point Billing” or “MPB” refers to an arrangement whereby two local service providers (i.e., the Parties) jointly provide the transport element of a switched access service to one of the local service provider’s end office switches, with each local service provider receiving an appropriate share of the transport element revenues as defined by their effective access tariffs.
- 1.23 “MECAB” refers to the *Multiple Exchange Carrier Access Billing* (“MECAB”) document prepared by the Billing Committee of the Ordering and Billing Forum (“OBF”), which functions under the auspices of the Carrier Liaison Committee (“CLC”) of the Alliance for Telecommunications Industry Solutions (“ATIS”). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECs, or by one LEC in two or more states within a single LATA.
- 1.24 “MECOD” refers to 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 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 MECOD document, published by Bellcore as Special Report SR-STC-002643, establish methods for processing orders for access service which is to be provided by two or more LECs.
- 1.25 “Mid-Span Fiber Meet” means an Interconnection architecture whereby two carriers’ fiber transmission facilities meet at a mutually agreed-upon POI.
- 1.26 “NANP” means the “North American Numbering Plan”, the system of telephone numbering employed in the United States, Canada, and the Caribbean countries that employ NPA 809.

- 1.27 “NID” or “Network Interface Device” means the point of demarcation between the end user’s inside wiring and GTE’s facilities.
- 1.28 “Numbering Plan Area” or “NPA” is also sometimes referred to as an area code. This is the three digit indicator which is defined by the “A”, “B”, and “C” digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, “Geographic NPAs” and “Non-Geographic NPAs”. A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a “Service Access Code” or “SAC Code” is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas. 800, 900, 700, and 888 are examples of Non-Geographic NPAs.
- 1.29 “NXX”, “NXX Code”, “Central Office Code” or “CO Code” is the three digit switch entity indicator which is defined by the “D”, “E”, and “F” digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers. Historically, entire NXX code blocks have been assigned to specific individual local exchange end office switches.
- 1.30 “POI” means Point of Interconnection.
- 1.31 “Provider” means GTE and “Customer” means Mobilnet with respect to those services performed by GTE pursuant to this Agreement. Mobilnet shall be referred to as Provider and GTE shall be referred to as Customer with respect to those services performed by Mobilnet pursuant to this Agreement.
- 1.32 “PSAP” means Public Safety Answering Points.
- 1.33 “Rate Center” means the specific geographic point and corresponding geographic area that are associated with one or more particular NPA-NXX Codes that have been assigned to a LEC for its provision of Exchange Services. The geographic point is identified by a specific V&H coordinate that is used to calculate distance-sensitive end user traffic to/from the particular NPA-NXXs associated with the specific Rate Center.
- 1.34 “Routing Point” denotes a location that a LEC has designated on its network as the homing (routing) point for traffic that terminates to Exchange Services provided by the LEC that bear a certain NPA-NXX designation. The Routing Point is used to calculate airline mileage for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Bellcore Practice BR795-100-100, the Routing Point may be an end office location, or a “LEC Consortium Point of Interconnection.” The Routing Point must be in the same LATA as the associated NPA-NXX.

- 1.35 "Service Control Point" or "SCP" is the node in the signaling network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from the SSP, performs subscriber or application-specific service logic, and then sends instructions back to the SSP on how to continue call processing.
- 1.36 "Service Switching Point" or "SSP" means a Signaling Point that can launch queries to databases and receive/interpret responses used to provide specific customer services.
- 1.37 "Signaling Point" or "SP" means a node in the CCS network that originates and/or receives signaling messages, or transfers signaling messages from one signaling link to another, or both.
- 1.38 "Signaling System 7" or "SS7" means the signaling protocol, Version 7, of the CCS network, based upon American National Standards Institute ("ANSI") standards.
- 1.39 "Signal Transfer Point" or "STP" means a packet switch in the CCS network that is used to route signaling messages among SSPs, SPs, SCPs and other STPs in order to set up calls and to query databases for advanced services. GTE's network includes mated pairs of local and regional STPs. STPs are provided in pairs for redundancy.
- 1.40 "Subsidiary" of a Party means a corporation or other legal entity that is majority owned by such Party.
- 1.41 "Synchronous Optical Network" or "SONET" means synchronous electrical ("STS") or optical channel ("OC") connections between LECs.
- 1.42 "Switched Access Service" means the offering of facilities for the purpose of the origination or termination of traffic to or from Exchange Service customers in a given area pursuant to a switched access tariff. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, 800 access and 900 access services.
- 1.43 "Two-Way Wireless Mobile Telecommunications Service Provider" means a CMRS provider of telephone exchange and exchange access services. CMRS providers are authorized pursuant to 47 U.S.C. § 332 (d) (1) as interpreted by the FCC and the federal courts.
- 1.44 "Vertical Features" (including "CLASS Features") means vertical services and switch functionalities provided by GTE, including: Automatic Call Back; Automatic Recall; Call Forwarding Busy Line/Don't Answer; Call Forwarding Don't Answer; Call Forwarding Variable; Call Forwarding - Busy Line; Call Trace; Call Waiting; Call Number Delivery

Contract ID: \_\_\_\_\_

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

- 1.45 “Wire Center” means a building or space within a building that serves as an aggregation point on a LEC’s network, where transmission facilities and circuits are connected or switched.



ARTICLE III  
GENERAL PROVISIONS

1. Scope of General Provisions. Except as may otherwise be set forth in a particular Article or Appendix of this Agreement, in which case the provisions of such Article or Appendix shall take precedence, these General Provisions apply to all Articles and Appendices of this Agreement.
2. Term and Termination.
  - 2.1 Term. Subject to the termination provisions contained in this Agreement, the term of this Agreement shall be one (1) year from the effective date of this Agreement and shall continue in effect for consecutive six (6) month terms until either Party gives the other Party at least ninety (90) calendar days' written notice of termination, which termination shall be effective at the end of the then-current term.
  - 2.2 Post-Termination Arrangements. Except in the case of termination as a result of either Party's default or a termination upon sale, for service arrangements made available under this Agreement and existing at the time of termination, those arrangements may continue without interruption under (a) a new arrangement voluntarily executed by the Parties; (b) standard terms and conditions approved and made generally effective by the Commission, if any; or (c) tariff terms and conditions made generally available to all competitive local exchange carriers.
  - 2.3 Termination Upon Default. Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party; *provided however*, that the non-defaulting Party notifies the defaulting party in writing of the alleged default and that the defaulting Party does not cure the alleged default within thirty (30) calendar days of receipt of written notice thereof. Default is defined to include:
    - (a) A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or
    - (b) A Party's refusal or failure in any material respect properly to perform its obligations under this Agreement, or the violation any of the material terms or conditions of this Agreement.
  - 2.4 Termination Upon Sale. Notwithstanding anything to the contrary contained herein, a Party may terminate this Agreement as to a specific operating area or portion thereof of such Party if such Party sells or otherwise transfers the area or portion thereof. The Party shall provide the other Party with at least ninety (90) calendar days' prior written notice of such termination, which shall be effective on the date specified in the notice.

Notwithstanding termination of this Agreement as to a specific operating area, this Agreement shall remain in full force and effect in the remaining operating areas.

- 2.5 Liability upon Termination. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination.
3. Amendments. Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "this Agreement" shall include future amendments, modifications, and supplements.
4. Assignment. Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party shall be void, except that either Party may assign all of its rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is , or that was immediately preceding such assignment, a Subsidiary or Affiliate of that Party without consent, but with written notification. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party.
5. Authority. Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.
6. Billing and Payment.
- 6.1 Billing. Charges provided for on the Service Attachments shall be billed monthly. Parties agree to pay all charges specified on the Service Attachments within thirty (30) calendar days of the bill date as printed on the face of the bill. Parties shall not bill for services provided pursuant to this Agreement more than six (6) months prior to the date of the bill unless notification of a billing problem with respect to such services has been provided. In those circumstances, back-billing shall be limited to six (6) months prior to the date Parties were notified of the billing problem. Parties shall not submit a claim regarding bills more than six (6) months after the bill date or six (6) months after the date of notification of a billing problem.
- 6.2 Dispute. If Customer disputes a billing statement, Customer shall notify Provider in writing regarding the nature and the basis of the dispute within ninety (90) calendar days of the statement date or the dispute shall be waived. Provider and Customer shall diligently work toward resolution of all billing issues.

- 6.3 Late Payment Charge. If any undisputed amount due on the billing statement is not received by Provider on the payment due date, Provider may charge, and Customer agrees to pay, interest on the past due balance at a rate equal to the rate set forth in the GTE/Contel state access tariff or the GTOC/GSTC FCC No. 1 tariff referenced in the applicable service attachment. Late payment charges shall be included on the next statement.
- 6.4 Taxes. Provider shall charge and collect from Customer, and Customer agrees to pay to Provider, appropriate federal, state, and local taxes, except to the extent Customer notifies Provider and provides to Provider appropriate documentation that Customer qualifies for a full or partial exemption.
7. Binding Effect. This Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.
8. Compliance with Laws and Regulations. Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.
9. Confidential Information.
- 9.1 Identification. Either Party may disclose to the other proprietary or confidential customer, technical, or business information in written, graphic, oral or other tangible or intangible forms ("Confidential Information"). In order for information to be considered Confidential Information under this Agreement, it must be marked "Confidential" or "Proprietary," or bear a marking of similar import. Orally disclosed information shall be deemed Confidential Information only if contemporaneously identified as such and reduced to writing and delivered to the other Party with a statement or marking of confidentiality within twenty (20) calendar days after oral disclosure.
- 9.2 Handling. In order to protect such Confidential Information from improper disclosure, each Party agrees:
- (a) That all Confidential Information shall be and shall remain the exclusive property of the source;
  - (b) To limit access to such Confidential Information to authorized employees who have a need to know the Confidential Information for performance of this Agreement;
  - (c) To keep such Confidential Information confidential and to use the same level of care to prevent disclosure or unauthorized use of the received Confidential Information as it exercises in protecting its own Confidential Information of a similar nature;.

(d) Not to copy, publish, or disclose such Confidential Information to others or authorize anyone else to copy, publish, or disclose such Confidential Information to others without the prior written approval of the source;

(e) To return promptly any copies of such Confidential Information to the source at its request; and

(f) To use such Confidential Information only for purposes of fulfilling work or services performed hereunder and for other purposes only upon such terms as may be agreed upon between the Parties in writing.

9.3 Exceptions. These obligations shall not apply to any Confidential Information that was legally in the recipient's possession prior to receipt from the source, was received in good faith from a third party not subject to a confidential obligation to the source, now is or later becomes publicly known through no breach of confidential obligation by the recipient, was developed by the recipient without the developing persons having access to any of the Confidential Information received in confidence from the source, or that is required to be disclosed pursuant to subpoena or other process issued by a court or administrative agency having appropriate jurisdiction, provided, however, that the recipient shall give prior notice to the source and shall reasonably cooperate if the source deems it necessary to seek protective arrangements.

9.4 Survival. The obligation of confidentiality and use with respect to Confidential Information disclosed by one Party to the other shall survive any termination of this Agreement for a period of three (3) years from the date of the initial disclosure of the Confidential Information.

10. Consent. Where consent, approval, or mutual agreement is required of a Party, it shall not be unreasonably withheld or delayed.

11. Cooperation on Fraud Minimization. The Parties shall cooperate with one another to investigate, minimize and take corrective action in cases of fraud. The Parties' fraud minimization procedures are to be cost effective and implemented so as not to unreasonably burden or harm one Party as compared to the other. At a minimum, such cooperation shall include, when permitted by law or regulation, providing the other Party, upon reasonable request, information concerning end users who terminate services to that Party without paying all outstanding charges, when that Party is notified that such end user seeks service from the other Party. If required, it shall be the responsibility of the Party seeking the information to secure the end user's permission (in the format required by law) to obtain the information. Although in most circumstances the end user's current telephone number may be retained by the end user when switching local service providers, if an end user has past due charges associated with the account, for which payment arrangements have not been made with GTE, the end user's previous telephone number will not

be made available to Mobilnet until the end user's outstanding balance has been paid. In addition, when switching local service providers, if an end user has past due charges associated with an account, for which payment arrangements have not been made with Mobilnet, the end user's previous telephone number will not be made available to GTE until the end user's outstanding balance has been paid.

12. Dispute Resolution.

12.1 Alternative to Litigation. Except as provided under Section 252 of the Act with respect to the approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedure as their sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

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

12.3 Arbitration. If the negotiations do not resolve the dispute within sixty (60) days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A Party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each Party may submit in writing to a Party, and that Party shall so respond to, a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each Party is also entitled to take the oral deposition of one individual of another Party. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within

sixty (60) days of the demand for arbitration. The arbitration shall be held in Dallas County, Texas. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

12.4 Costs. Each Party shall bear its own costs of these procedures. A Party seeking discovery shall reimburse the responding Party the costs of production of documents (including search time and reproduction costs). The Parties shall equally split the fees of the arbitration and the arbitrator.

13. Entire Agreement. This Agreement constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

14. Expenses. Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

15. Force Majeure. In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); *provided however*, that the Party so affected shall use diligent efforts to avoid or remove such causes of nonperformance and both Parties shall proceed whenever such causes are removed or cease.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the state where the Services are provided or the facilities reside and shall be subject to the exclusive jurisdiction of the courts therein.

17. Headings. The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.
18. Independent Contractor Relationship. The persons provided by each Party shall be solely that Party's employees and shall be under the sole and exclusive direction and control of that Party. They shall not be considered employees of the other Party for any purpose. Each Party shall remain an independent contractor with respect to the other and shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions and payment of wages. Each Party shall also be responsible for payment of taxes, including federal, state and municipal taxes, chargeable or assessed with respect to its employees, such as Social Security, unemployment, workers' compensation, disability insurance, and federal and state withholding. Each Party shall indemnify the other for any loss, damage, liability, claim, demand, or penalty that may be sustained by reason of its failure to comply with this provision.
19. Liability and Indemnity.
- 19.1 Indemnification. Each Party agrees to release, indemnify, defend, and hold harmless the other Party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, whether suffered, made, instituted, or asserted by any other party or person, for invasion of privacy, personal injury to or death of any person or persons, or for losses, damages, or destruction of property, whether or not owned by others, proximately caused by the indemnifying Party's negligence or willful misconduct, regardless of form of action.
- 19.2 End User and Content-Related Claims. Customer agrees to release, indemnify, defend, and hold harmless Provider, its affiliates, and any third-party provider or operator of facilities involved in the provision of Services, unbundled network elements or facilities under this Agreement (collectively, the "Indemnified Parties") from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by Customer's end users against an Indemnified Party arising from Services, unbundled network elements or facilities. Customer further agrees to release, indemnify, defend, and hold harmless the Indemnified Parties from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by any third party against an Indemnified Party arising from or in any way related to actual or alleged defamation, libel, slander, interference with or misappropriation of proprietary or creative right, or any other injury to any person or property arising out of content transmitted by Customer or Customer's end users, or any other act or omission of Customer or Customer's end users.

- 19.3 DISCLAIMER. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES TO CUSTOMER CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, UNBUNDLED NETWORK ELEMENTS OR FACILITIES PROVIDED UNDER THIS AGREEMENT. PROVIDER DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.
- 19.4 Limitation of Liability. Provider's liability, whether in contract, tort or otherwise, shall be limited to direct damages, which shall not exceed the pro rata portion of the monthly charges for the Services, Unbundled Network Elements or Facilities for the time period during which the Services, Unbundled Network Elements or Facilities provided pursuant to this Agreement are inoperative, not to exceed in total Provider's monthly charge to Customer. Under no circumstance shall Provider be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, the Parties recognize that Provider may, from time to time, provide advice, make recommendations, or supply other analysis related to the Services, unbundled network elements or facilities described in this Agreement, and, while Provider shall use diligent efforts in this regard, Customer acknowledges and agrees that this limitation of liability shall apply to provision of such advice, recommendations, and analysis.
- 19.5 Intellectual Property. Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by either Party under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party.
20. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.
21. No Offer. Submission of this Agreement for examination or signature does not constitute an offer by Provider for the provision of the products or services described herein. This Agreement will be effective only upon execution and delivery by both Parties.



22. Notices. Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally, on the date receipt is acknowledged in writing by the recipient if delivered by regular U.S. mail, or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Notice may also be provided by facsimile, which shall be effective on the next Business Day following the date of transmission. "Business Day" shall mean Monday through Friday, except for holidays on which the U. S. mail is not delivered. Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable address indicated below or such address as the Party to be notified has designated by giving notice in compliance with this section:

If to GTE:                   GTE North Incorporated  
                                  Attention: Ms. Marceil M. Morrell  
                                  AVP & Associate Counsel  
                                  Mail Code FLTC0717  
                                  201 N. Franklin  
                                  Tampa, FL 33602  
                                  Facsimile No. 813-279-9825

Copy to:                    Director - Carrier Markets  
                                  Mail Code HQE02L69  
                                  GTE Telephone Operations  
                                  600 Hidden Ridge Drive  
                                  Irving, TX 75038

If to Mobilnet:           GTE Mobilnet  
                                  Attention: Ms. Dale Voyles, esq.  
                                  245 Perimeter Center Parkway  
                                  Atlanta, GA 30346  
                                  Facsimile No. 770-391-8250

Copy to:                   Mr. Carl Erhart  
                                  Director - Wireline Interconnection  
                                  245 Perimeter Center Parkway  
                                  Atlanta, GA 30346

23. Protection.

23.1 Impairment of Service. The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and

concurring carriers involved in its services, cause damage to their plant, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities or create hazards to the employees of either Party or to the public (each hereinafter referred to as an "Impairment of Service").

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

24. Publicity. Any news release, public announcement, advertising, or any form of publicity pertaining to this Agreement, provision of services, unbundled network elements or facilities pursuant to it, or association of the Parties with respect to provision of the services described in this Agreement shall be subject to prior written approval of both GTE and Mobilnet.

25. Regulatory Agency Control. This Agreement shall at all times be subject to changes, modifications, orders, and rulings by the Federal Communications Commission and/or the applicable state utility regulatory commission to the extent the substance of this Agreement is or becomes subject to the jurisdiction of such agency. Notwithstanding the date set forth in the first paragraph of this Agreement, if this Agreement is subject to advance approval of a regulatory agency, this Agreement shall become effective upon approval or, in the absence of any action on the regulatory agency's part to revise, approve, reject or otherwise carry out its obligation to render a decision concerning this Agreement, on the ninety-first (91st) day following submission of said agreement pursuant to §252(e)(4) of the Telecommunications Act of 1996. Such date (i.e., five Business Days after the Parties receive the written notice of approval) shall become the "effective date" of this Agreement for all purposes.

26. Rule of Construction. No rule of construction requiring interpretation against the drafting party hereof shall apply in the interpretation of this Agreement.

27. Section References. Except as otherwise specified, references within an Article of this Agreement to a Section refer to Sections within that same Article.

28. Severability. If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results, in the opinion of either Party, in a material change to this Agreement. If a material change as described in this

paragraph occurs as a result of action by a court or regulatory agency, the Parties shall negotiate in good faith for replacement language. If replacement language cannot be agreed upon within a reasonable period, either Party may terminate this Agreement without penalty or liability for such termination upon written notice to the other Party.

29. Subcontractors. Provider may enter into subcontracts with third parties or affiliates for the performance of any of Provider's duties or obligations under this Agreement.

30. Subsequent Law. The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations or guidelines that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, regulation or guideline, the parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, regulation or guideline.

31. Trademarks and Trade Names. Except as specifically set out in this Agreement, nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever.

32. Waiver. The failure of either Party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to it under this Agreement, shall not be construed as a waiver of such provision or any provisions of this Agreement, and the same shall continue in full force and effect.

33. Rate Modification. The Parties acknowledge that certain proceedings may effect the pricing and terms of the agreement and, accordingly, agree as follows with respect to modification of the rates initially provided for herein:

33.1. True Up to Generally Applicable Rates. The Parties shall true-up compensation for the transport and termination of Local Traffic once the Commission approves GTE's Transport and Termination rates which may be under review in cost analysis proceedings in the State considering the cost of GTE services on a generally applicable basis (the "Commission Approved Rate"), such that each Party shall receive the level of compensation it would have received had the Commission Approved Rates been in effect as of the effective date of this Agreement. This true-up, when made, shall include the period beginning on the effective date of this Agreement and ending on the date GTE's Commission Approved Rates are implemented. If the Commission Approved Rate is appealed or otherwise challenged, then the true-up provided for hereunder shall nevertheless be made unless the Commission Approved Rate is stayed or otherwise does not become effective as a result of any action by the Commission, the FCC or a court of competent jurisdiction. The true-up, including the payment of the amounts due thereunder, shall be completed within forty-five (45) days of the date GTE's Commission

Approved Rates are implemented pursuant to Commission order or the order of any appellate authority or order of court, if appealed or challenged. If the true-up is effectuated but the Commission Approved Rate is later modified as the result of appeal or judicial review, then the true-up shall be reversed and the Parties will true-up to the rate resulting from appeal or judicial review. The Parties understand that their respective rights and responsibilities under this Agreement may be modified by any subsequent order issued by the Commission or court of competent jurisdiction including, but not limited to, imposition of mechanisms in addition to the final Transport and Termination rates for the purpose of fully compensating GTE for its actual costs (including historic and subsidy costs) associated with the services GTE is providing pursuant to this agreement.

- 33.2. Option to Reopen Agreement. The Parties agree that for all prices other than those addressed by the foregoing true-up provisions, after six (6) months or more after the effective date of this Agreement, that either Party may require in writing that negotiations be reopened in relation to the pricing contained in this Agreement for interconnection, network elements and resold services. Upon receipt of such request to reopen negotiations as permitted herein, the parties will negotiate in good faith for a maximum time period of forty five (45) days. If at the end of 45 days closure is not obtained on the permitted pricing issues open for renegotiation, either Party may petition the Commission to resolve the dispute under the Commission's pricing authority granted by the Telecommunications Act of 1996 and to determine the final rates for each of the pricing items in controversy. The parties expressly agree that the arbitration rights as provided for under the Telecommunications Act of 1996 are expressly retained by the parties and may be exercised hereunder. The pricing contained in this Agreement shall remain in place and in effect until such time as the parties reach closure on any replacement prices under this provision or final rates are in effect at the conclusion of the Commission's proceedings including exhaustion of all appellate remedies under Section 252(e)(6) of the Act. In the event either Party exercises the foregoing option, replacement prices or final rates under this provision shall be made effective as of the effective date of the then current term of this Agreement. The parties will perform a true-up, with any compensation owed to be remitted to the other party as set forth in this provision. The Parties further agree that the nonprice terms and conditions of this Agreement were based on the legal status and requirements in effect at the time the Agreement was executed. Any modifications to those requirements as a result of federal court review or other judicial action will supersede to the extent applicable any terms and conditions of this agreement.

ARTICLE IV  
INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC

1. Services Covered by This Article.
  - 1.1 Types of Services. This Article governs the provision of internetwork facilities (i.e., physical interconnection services and facilities), meet point billing by GTE to Mobilnet or by Mobilnet to GTE and the transport and termination of Local Traffic between GTE and Mobilnet. The services and facilities described in this Article shall be referred to in this Article IV as the "Services."
  - 1.2 Service Locations for Interconnection Services and Facilities. Appendix A, Service Matrix, attached to this Agreement and made a part hereof, sets forth the Services and each location in the State where a Service shall be provided (the "Service Locations") and the Point of Interconnection ("POI") for such Services. The Parties shall update Appendix A (including the accompanying Service Attachment - Appendix B) whenever a new Service or a new Service Location is added to this Agreement in accordance with Section 1.3.
  - 1.3 Additional Services or Service Locations. If, during the term of this Agreement, GTE desires to provide to Mobilnet and Mobilnet desires to purchase from GTE, or Mobilnet desires to provide to GTE and GTE desires to purchase from Mobilnet, additional services in the State, or existing Services in new locations in the State, GTE shall complete a new Appendix A Service Matrix and Appendix B Service Attachment(s) and provide to Mobilnet. The Appendix A shall be signed by GTE's authorized Account Manager and an authorized representative of Mobilnet, applied to this agreement, and thereby made wholly a part of and subject to this Agreement. Upon the date indicated on the Service Attachment accompanying the Service Matrix and continuing through the remaining term of this Agreement, the new Services shall be deemed part of the Services provided pursuant to this Article and/or the new locations shall be deemed part of the Service Locations.
2. Billing and Rates.
  - 2.1 Rates and Charges. Customer agrees to pay to Provider the rates and charges for the Services set forth in the applicable appendices to this Agreement. GTE's rates and charges are set forth in Appendix C attached to this Agreement and made a part hereof.
  - 2.2 Billing. Provider shall render to Customer a bill for interconnection services on a current basis. Charges for physical facilities and other nonusage sensitive charges shall be billed in advance, except for charges and credits associated with the initial or final bills. Usage

sensitive charges, such as charges for termination of Local Traffic, shall be billed in arrears. Other information related to billing is contained in Appendix C.

3. Transport and Termination of Traffic.

3.1 Types of Traffic. The Parties shall reciprocally terminate Local Traffic originating on each other's networks utilizing either direct or indirect network interconnections as provided in this Article IV. Only traffic originated by the Parties' end user customers is to be exchanged. This agreement is specifically limited to traffic of GTE end user customers for which GTE has tariff authority to carry. This agreement is specifically limited to traffic of Mobilnet end user customers to which Mobilnet provides service on a two-way basis.

3.2 Audits. Either Party may conduct an audit of the other Party's books and records, no more frequently than once per twelve (12) month period, to verify the other Party's compliance with provisions of this Article IV. Any audit shall be performed as follows: (i) following at least thirty (30) days' prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations; and (vi) in compliance with the audited Party's security rules. Audit findings may be applied retroactively for no more than 12 months from the date the audit began, such date being the earlier of the date of an audit opening meeting or the date on which the first request for information is received by the audited Party.

3.3 Compensation For Exchange Of Traffic. The Parties shall compensate each other for the exchange of Local Traffic in accordance with Appendix C attached to this Agreement and made a part hereof. Charges for the transport and termination of non-local traffic shall be in accordance with the Parties' respective intrastate or interstate access tariffs, as appropriate.

3.4 Tandem Switching Services. GTE will provide tandem switching at GTE access tandems for traffic between Mobilnet and GTE end offices subtending the GTE access tandem, as well as for traffic between Mobilnet and non-GTE end offices subtending GTE access tandems. By transporting traffic to a non-GTE end office(s) via a GTE tandem, Mobilnet assumes responsibility for compensation to GTE for all such tandem switched traffic between Mobilnet and the non-GTE end office(s). By transporting traffic to non-GTE end offices via a GTE tandem, Mobilnet assumes responsibility for compensation to the non-GTE end office company. GTE will bill Mobilnet for each minute of use Mobilnet generates that is tandem-switched. The applicable rate for this charge is identified in Appendix C.

4. Direct Network Interconnection.

- 4.1 Network Interconnection Architecture. Where the Parties mutually agree to directly interconnect their respective networks, interconnection will be as specified in the following subsections. The POIs shall be set forth in Appendix A attached to this Agreement and made a part hereof.
- 4.1.1 Subject to mutual agreement, the Parties may use the following types of network facility interconnection. For each POI set forth in Appendix A, the Parties shall specify the type of interconnection used at that POI.
- (a) A Mid-Span Fiber Meet within an existing GTE exchange area whereby the Parties mutually agree to jointly plan and engineer their facility meet-point at a designated manhole or junction location. The meet point is the demarcation between ownership of the fiber transmission facility. Each party is individually responsible for its incurred costs in establishing this arrangement.
- (b) A Virtual EIS arrangement at a GTE wire center subject to the rates, terms, and conditions contained in GTE's applicable tariffs.
- (c) A special access arrangement terminating at a GTE wire center subject to the rates, terms, and conditions contained in GTE's applicable tariffs.
- 4.1.2 Virtual EIS arrangements are governed by appropriate GTE tariffs. GTE shall not permit direct connections (optical patch panel) or cross-connection (“DSX”) between any Virtual EIS arrangements at the same wire center location. However, this Agreement does not preclude Mobilnet from acquiring GTE special access service to connect a Virtual EIS arrangement to a distant GTE wire center or connect between Virtual EIS arrangements in different wire centers.
- 4.2 Compensation. The Parties agree to the following compensation for internetwork facilities, depending on facility type.
- 4.2.1 Mid-Span Fiber Meet: GTE will charge special access (flat rated) transport from the applicable intrastate access tariff and will rate charges between the POI and GTE's interconnection switch. Charges will be reduced to reflect the proportionate share of the facility that is used for transport of traffic originated by GTE. Mobilnet will charge flat rated transport to GTE for Mobilnet facilities used by GTE. Mobilnet will apply charges based on the lesser of; (i) the airline mileage from the POI to the Mobilnet switch; or (ii) the airline mileage from the GTE switch to the serving area boundary.
- 4.2.2 Virtual EIS: GTE will charge Virtual EIS rates from the applicable GTE tariff. Mobilnet will charge GTE flat rated transport to reflect the proportionate share of

the facility that is used for transport of traffic originated by GTE. Mobilnet will apply charges based on the lesser of; (i) the airline mileage from the POI to the Mobilnet switch; or (ii) two (2) times the airline mileage from the GTE switch to the serving area boundary.

4.2.3 Special Access: GTE will charge special access rates from the applicable GTE intrastate access tariff. Charges will be reduced to reflect the proportionate share of the facility that is used for transport of traffic originated by GTE.

4.2.4 The Parties' proportionate share of flat rated transport facilities will be based upon the Parties' proportionate usage of the facilities, as specified in Appendix C.

#### 4.3 Trunking Requirements.

4.3.1 GTE shall make available to Mobilnet trunks over which Mobilnet shall terminate to end users of GTE-provided Exchange Services, Local Traffic and intraLATA toll or optional EAS traffic originated from end users of Mobilnet-provided two-way wireless mobile telecommunications services.

4.3.2 Mobilnet shall make available to GTE trunks over which GTE shall terminate to end users of Mobilnet-provided Exchange Services, Local Traffic and intraLATA toll or optional EAS traffic originated from end users of GTE-provided Exchange Service.

4.3.3 Mobilnet and GTE shall, where applicable, make reciprocally available, by mutual agreement, the required trunk groups to handle different traffic types. Mobilnet and GTE agree to work cooperatively to agree on network trunking within sixty (60) days following full execution of this Agreement. Mobilnet and GTE will support the provisioning of trunk groups that carry combined or separate Local Traffic and intraLATA toll and optional EAS traffic. GTE requires separate trunk groups from Mobilnet to terminate interLATA calls and to provide Switched Access Service to IXCs.

4.3.4 Each Party agrees to route traffic only over the proper jurisdictional trunk group. Each Party shall only deliver traffic over the local interconnection trunk groups to the other Party's access tandem for those publicly-dialable NXX Codes served by end offices that directly subtend the access tandem. In no event shall either Party route Switched Access Service traffic over local interconnection trunks.

4.3.5 Mobilnet will provide PLU factors to GTE on a quarterly basis to identify the proper jurisdiction of each call type that is carried over the required trunks. If



these percentages are not received quarterly, the Parties shall use the last previous reported percentages. The PLU factor is identified on Appendix C.

- 4.3.6 Reciprocal traffic exchange arrangement trunk connections shall be made at a DS-1 or multiple DS-1 level, DS-3, (SONET where technically available) and shall be jointly-engineered to an objective P.01 grade of service.
  - 4.3.7 Mobilnet and GTE agree to use diligent efforts to develop and agree on a Joint Interconnection Grooming Plan prescribing standards to ensure that the reciprocal traffic exchange arrangement trunk groups are maintained at consistent P.01 or better grades of service. Such plan shall also include mutually-agreed upon default standards for the configuration of all segregated trunk groups.
  - 4.3.8 Signaling System 7 (SS7) Common Channel Signaling will be used to the extent that such technology is available.
- 4.4 Calling Scopes. Where interconnection is made at a GTE access tandem, this agreement allows Mobilnet to originate traffic to and receive traffic from only those end user customers served by end offices subtending that access tandem. Where interconnection is made at a GTE end office, this agreement allows Mobilnet to originate traffic to and receive traffic from only those end user customers served by that end office.
5. Indirect Network Interconnection. Either Party may deliver traffic destined to terminate at the other Party's end office via another LEC's tandem provided that the Parties have established compensation agreement(s) with the other LEC. Neither Party shall deliver traffic destined to terminate at the other Party's end office via another LEC's end office. In addition, neither Party shall deliver traffic destined to terminate at an end office subtending the other Party's access tandem via another LEC's access tandem.
6. Number Resources.
- 6.1 NXX Number Assignment. Nothing in this Agreement shall be construed to, in any manner, limit or otherwise adversely impact Mobilnet's right to employ or to request and be assigned any NANP number resources including, but not limited to, Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines. Any request for numbering resources by Mobilnet shall be made directly to the NANP Number Plan Administrator. Except with respect to those areas in which GTE is the NANP Number Plan administrator, GTE shall not be responsible for the requesting or assignment of number resources to Mobilnet. Mobilnet shall not request number resources to be assigned to any GTE switching entity.

- 6.2 Blocks of 100 Numbers Assignment. This arrangement is provided only to CMRS carriers. Mobilnet may elect to associate a GTE end office interconnection with telephone number groups from the same GTE end office at which the interconnection is established. Blocks of 100 numbers will be provided by GTE to Mobilnet as available from the NXX codes of that GTE end office. GTE will charge and Mobilnet agrees to pay to GTE the charge per block of 100 numbers as indicated on Appendix C and the applicable Service Attachment. This interconnection arrangement may be established as a one-way trunk only used to carry traffic terminating to end user customers of Mobilnet. Where technically feasible, this interconnection arrangement may also be established on a two-way basis for use by Mobilnet to access any ancillary services that may be provided by GTE. Any use of this interconnection arrangement other than that specified in this section is outside the scope of this Agreement and such usage is subject to charges associated with the services used by Mobilnet. SS7 signaling is not available with this GTE end office interconnection arrangement. Mobilnet is solely responsible for the cost of the interconnection facilities. The sole compensation for traffic terminating to Mobilnet over this interconnection arrangement will be paid by GTE at the rate indicated on Appendix C.
- 6.2 Rate Centers. For purposes of compensation between the Parties and the ability of GTE to appropriately apply its toll tariff to its end user customers, the Parties will utilize Rate Centers published in the LERG for all NPA-NXX codes.
- 6.3 Routing Points. Mobilnet may designate one or more routing points for each of its NPA-NXX codes. Routing points may or may not correspond with the published LERG. Routing points may only be designated at POIs.
- 6.4 Code Administration. The Parties will comply with code administration requirements as prescribed by the FCC, the Commission, and accepted industry guidelines.
- 6.5 Programming Switches. It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the Local Exchange Routing Guide (LERG) guidelines to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.
7. Meet-Point Billing.
- 7.1 Meet-Point Arrangements.
- 7.1.1 Mobilnet may establish Meet-Point Billing ("MPB") arrangements with GTE in order to provide Switched Access Services to third parties via a GTE access tandem in accordance with the MPB guidelines adopted by and contained in the

Ordering and Billing Forum's MECAB and MECOD documents, except as modified herein.

- 7.1.2 Except in instances of capacity limitations, GTE shall permit and enable Mobilnet to sub-tend the GTE access tandem(s) nearest to the Mobilnet Rating Point(s) associated with the NPA-NXX(s) to/from which the Switched Access Services are homed. In instances of capacity limitation at a given access tandem, Mobilnet shall be allowed to subtend the next-nearest GTE access tandem in which sufficient capacity is available.
  - 7.1.3 Interconnection for the MPB arrangement shall occur at the POI.
  - 7.1.4 Common Channel Signaling rather than in-band signaling shall be utilized in conjunction with MPB interconnection arrangements to the extent such signaling is resident in both Parties' networks.
  - 7.1.5 Mobilnet and GTE will use diligent efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.
  - 7.1.6 As detailed in the MECAB document, Mobilnet and GTE will, in a timely fashion, exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by Mobilnet and GTE via the meet-point arrangement. Information shall be exchanged in Electronic Message Record ("EMR") format, on magnetic tape or via a mutually acceptable electronic file transfer protocol.
  - 7.1.7 Mobilnet and GTE shall work cooperatively to coordinate rendering of Meet-Point bills to customers, and shall reciprocally provide each other usage data and related information at no charge.
- 7.2 Compensation.
- 7.2.1 Initially, billing to third parties for the Switched Access Services jointly provided by Mobilnet and GTE via the MPB arrangement shall be according to the multiple-bill/multiple-tariff method (MB/MT method). The MB/MT method means that each company will render their bill at their own rates to the third party.
  - 7.2.2 Subsequently, Mobilnet and GTE may mutually agree to implement one of the following options for billing to third parties for the Switched Access Services

jointly provided by Mobilnet and GTE via the MPB arrangement: single-bill/single tariff method, single-bill/multiple tariff method, multiple-bill/single tariff method, or to continue the multiple-bill/multiple tariff method. Should Mobilnet prefer to change among these billing methods, Mobilnet shall notify GTE of such a request in writing, ninety (90) days in advance of the date on which such change is desired to be implemented.

8. Common Channel Signaling.
- 8.1. Service Description. The Parties will provide Common Channel Signaling (“CCS”) to one another via Signaling System 7 (“SS7”) network interconnection, where and as available, in the manner specified in FCC Order 95-187, in conjunction with all traffic exchange trunk groups. The Parties will cooperate on the exchange of all appropriate SS7 messages for local and intraLATA call set-up signaling, including ISUP and Transaction Capabilities Application Part (“TCAP”) messages to facilitate full interoperability of all CLASS Features and functions between their respective networks. Any other SS7 message services to be provided using TCAP messages (such as data base queries) will be jointly negotiated and agreed upon.
- 8.2. Signaling Parameters. All SS7 signaling parameters will be provided in conjunction with traffic exchange trunk groups, where and as available. These parameters include Automatic Number Identification (“ANI”), Calling Party Number (“CPN”), Privacy Indicator, calling party category information, originating line information, charge number, etc. Also included are all parameters relating to network signaling information, such as Carrier Information Parameter (“CIP”), wherever such information is needed for call routing or billing.
- 8.3. Privacy Indicators. Each Party will honor all privacy indicators as required under applicable law.
- 8.4. Connection Through STP. Mobilnet must interconnect directly or indirectly with the GTE STP(s) serving the geographic area in which the traffic exchange trunk groups are interconnected.
- 8.5. Third Party Signaling Providers. Mobilnet may choose a third-party SS7 signaling provider to transport messages to and from the GTE SS7 network. In that event, that third-party provider must present a letter of agency to GTE, prior to the testing of the interconnection, authorizing the third party to act on behalf of Mobilnet in transporting SS7 messages to and from GTE. The third-party provider must interconnect with the GTE STP(s) serving the geographic area in which the traffic exchange trunk groups are interconnected.

- 8.6 Multi-Frequency Signaling. In the case where CCS is not available, in band Multi-Frequency (“MF”), wink start, E & M channel associated signaling with ANI will be provided by the Parties. Network signaling information, such as CIC/OZZ, will be provided wherever such information is needed for call routing or billing.
9. Transition and Implementation. The Parties acknowledge that there may be certain instances in which existing arrangements between the Parties are not in accordance with the requirements of this agreement. Existing interconnection arrangements that are not in compliance with the requirements of this agreement shall not fall under the scope of this agreement until they are brought into compliance with the requirements of this agreement. Until such arrangements are brought into compliance with the requirements of this agreement, compensation will be in compliance with effective FCC rules, specifically §51.717 and related services or options currently provided to Mobilnet by GTE in the state shall continue to be provided under the terms and conditions of such existing agreements. The Parties agree to use their best efforts to bring all arrangements into compliance with the terms and conditions of this agreement within six (6) months of the effective date of this agreement or within whatever other period may be mutually agreeable to the Parties.

ARTICLE V  
ADDITIONAL SERVICES AND COORDINATED SERVICE ARRANGEMENTS

1. Coordinated Repair Calls. The Parties will employ the following procedures for handling misdirected repair calls:
  - 1.1 The Parties will educate their respective customers as to the correct telephone numbers to call to access their respective repair or customer care centers.
  - 1.2 To the extent that the correct provider of service to the customer is identifiable, the Parties will refer customers that make misdirected repair calls to the other Party to the telephone number provided by the provider of service to that customer. Such referrals will be made in a courteous manner and at no charge to the other Party. Communications with end users of the other Party during such misdirected calls other than referral to the correct number are prohibited.
  - 1.3 The Parties will provide their respective repair/customer care contact numbers to one another on a reciprocal basis.
2. 911 Arrangements. To provide basic 911 services by connection to GTE's 911 selective router (i.e. 911 tandem), the following terms and conditions will apply.
  - 2.1 Description of Service. GTE will provision basic 911 service over an auxiliary connection. A minimum of two 911 trunks, or that quantity necessary to provide P.01 Transmission Grade of Service is required. Basic 911 does not include detailed location information. Mobilnet will compensate GTE for the full cost of provisioning the auxiliary connection and a selective router port charge. Charges for the selective port will be at the rates set forth in GTE General Exchange Tariff addressing 911 service. Mobile to Land usage charges are not applicable on the 911 trunks.
  - 2.2 Transport. Mobilnet may obtain transport from GTE for the transport of the auxiliary connection at the rates set forth in GTE's intrastate switched access tariff or in GTE's intrastate special access tariff.
  - 2.3 Cooperation and Level of Performance. The Parties will work together to facilitate the prompt, reliable and efficient interconnection of the Mobilnet's systems to the 911 platform, without degradation to the Mobilnet's existing 911 level of performance and grade of service.
  - 2.4 Enhanced 911 (E911). When technically feasible, the Parties agree that they shall make provisions to ensure access by all of Mobilnet's customers to E911, as required by FCC Docket 94-102. The Parties are responsible for their own network requirements to

establish E911 connectivity. A separate agreement is necessary between the Parties for E911 services to be provided by GTE.

3. Information Services Traffic.
  - 3.1. Routing. Each Party shall route traffic for information services (e.g. 900, 976, N11, weather lines, sports lines, etc.) that originates on its network to the appropriate information services platforms connected to the other Party's network over the Local/IntraLATA trunks.
  - 3.2. Recording. The Party on whose network the information services traffic originated (the "Originating Party") shall provide the recorded call detail information to the Party to whose information platform the information services traffic terminated (the "Terminating Party").
  - 3.3. Rating. The Terminating Party shall provide to the Originating Party all rating information necessary to bill the information services traffic to the Originating Party's end users pursuant to the Terminating Party's agreements with each information provider.
  - 3.4. Billing and Collection. The Originating party shall bill and collect such information service charges and shall remit the amounts collected to the Terminating Party less:
    - (a) a mutually agreed upon fee for providing billing and collection of the information service charges; and
    - (b) any uncollectibles reserve, which shall be calculated based on the uncollectibles reserve in the Terminating Party's billing and collection agreement with the applicable information services provider; and
    - (c) any customer adjustment provided by the Originating Party.
  - 3.5. Blocking. Nothing in this Agreement shall restrict either Party from offering to its end user customers the ability to block the completion of information service traffic.
4. Directory Assistance (DA) and Operator Services. At Mobilnet's request, GTE will provide to Mobilnet directory assistance services and/or operator services pursuant to separate contracts to be negotiated in good faith between the Parties.

ARTICLE VI  
COLLOCATION

1. Physical Collocation. GTE shall provide to Mobilnet physical collocation of equipment necessary for interconnection or for access to unbundled network elements, provided that GTE may provide virtual collocation in place of physical collocation, or in some cases deny a particular collocation request entirely, if GTE demonstrates that physical collocation, or perhaps even virtual collocation, is not practical because of technical reasons or space limitations, as provided in Section 251(c)(6) of the Act. GTE will provide such collocation for purposes of interconnection or access to unbundled network elements pursuant to the terms and conditions in the applicable GTE federal and state collocation tariffs.

2. Existing Virtual Collocation. If, on the effective date of this Agreement, Mobilnet is virtually collocated in a GTE premise, Mobilnet may (i) elect to retain its virtual collocation arrangement in that premise or (ii) unless it is not practical for technical reasons or because of space limitations, convert its virtual collocation arrangement at that premise to physical collocation. If Mobilnet elects the latter option, Mobilnet's request shall be treated as a new physical collocation request and Mobilnet shall pay GTE at the applicable tariff rates for construction and rearrangement of Mobilnet's equipment as well as all applicable tariffed physical collocation recurring charges.



Contract ID: \_\_\_\_\_

ARTICLE VII  
ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY

To the extent lawfully required by the Act, GTE shall afford to Mobilnet access to the poles, ducts, conduits and rights of way it owns or controls on terms, conditions and prices comparable to those offered to any other entity pursuant to GTE's tariffs and/or standard agreements.

IN WITNESS WHEREOF, each Party has executed this Agreement to be effective pursuant to Section 25 of Article III.

GTE

Mobilnet

By \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Contract ID: \_\_\_\_\_

ISSUE DATE: \_\_\_\_\_

APPENDIX A  
SERVICE MATRIX

Service Location (identified by tandem serving area)	POI (Identified by CLLI code)	Services (identified by _____ )
------------------------------------------------------------	-------------------------------------	------------------------------------

---

GTE  
By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

Mobilnet  
By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

Contract ID: \_\_\_\_\_

APPENDIX B  
SERVICE ATTACHMENTS

Service Attachment ID: \_\_\_\_\_

SERVICE ATTACHMENT  
ACCESS TANDEM INTERCONNECTION

Location: city, state (CLLI code)

Legal Entities:

Effective Date: (Enter Effective Date)

---

**Section 1 - Interconnection Facilities**

1.1 The interconnection facilities for this Access Tandem Interconnection are \_\_\_\_\_.  
(Enter appropriate facility type DS1 or DS3)

1.1.1 Charges for the interconnection facilities are based on the (GTE \_\_\_\_\_ Tariff or ICB) and are subject to change during the term of this Agreement.

1.1.1.1 If ICB, the following rate elements and charges apply:

1.1.1.1.1 Non-recurring charges:

(list applicable NRC rate elements and rates)

1.1.1.1.2 Monthly Recurring charges:

(list applicable MRC rate elements and rates)

**Section 2 - CCS7 Access Service Connection** (To be completed if this is an SS7 interconnection.)

2.1 The CCS7 Access Service Connection (Type S) required for this service is provided by \_\_\_\_\_. (Enter appropriate provider, GTE or Other.)

2.1.1 If the CCS7 Access Service Connection (Type S) is provided by GTE, the facility charges are based on the \_\_\_\_ (Enter appropriate, GTOC or GSTC) FCC NO. 1 Tariff and are subject to change during the term of this Agreement.

Contract ID: \_\_\_\_\_

Service Attachment ID: \_\_\_\_\_

SERVICE ATTACHMENT  
END OFFICE INTERCONNECTION

Location: city, state (CLLI code)

Legal Entities:

Effective Date: (Enter Effective Date)

---

**Section 1 - Interconnection Facilities**

1.1 The interconnection facilities for this End Office Interconnection are \_\_\_\_\_. (Enter appropriate facility type DS1 or DS3)

1.1.1 Charges for the interconnection facilities are based on the (GTE \_\_\_\_\_ Tariff or ICB) and are subject to change during the term of this Agreement.

1.1.1.1 If ICB, the following rate elements and charges apply:

1.1.1.1.1 Non-recurring charges:

(list applicable NRC rate elements and rates)

1.1.1.1.2 Monthly Recurring charges:

(list applicable MRC rate elements and rates)

**Section 2 - CCS7 Access Service Connection** (To be completed if this is an SS7 interconnection.)

2.1 The CCS7 Access Service Connection (Type S) required for this service is provided by \_\_\_\_\_. (Enter appropriate provider, GTE or Other.)

2.1.1 If the CCS7 Access Service Connection (Type S) is provided by GTE, the facility charges are based on the \_\_\_\_ (Enter appropriate, GTOC or GSTC) FCC NO. 1 Tariff and are subject to change during the term of this Agreement.



Contract ID: \_\_\_\_\_

**BLOCKS OF 100 NUMBERS**

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

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

**AMENDMENT NO. 1**

**to the**

**INTERCONNECTION AGREEMENT  
by and between**

**VERIZON NORTH INC.  
f/k/a  
GTE NORTH INCORPORATED  
and**

**CELLCO PARTNERSHIP  
PENNSYLVANIA NO. 4 SECTOR 2 LIMITED PARTNERSHIP  
PITTSBURGH SMSA LIMITED PARTNERSHIP  
PENNSYLVANIA RSA NO. 6 (II) LIMITED PARTNERSHIP  
BELL ATLANTIC MOBILE SYSTEMS OF ALLENTOWN, INC.  
ALLENTOWN SMSA LIMITED PARTNERSHIP  
D/B/A VERIZON WIRELESS**

**FOR PENNSYLVANIA**

This Amendment No. 1 (this "Amendment") is made this 26th day of July, 2002 (the "Effective Date") by and between Cellco Partnership d/b/a Verizon Wireless, a Delaware general partnership on behalf of itself and as General Partner of the following entities: Pennsylvania No. 4 Sector 2 Limited Partnership d/b/a Verizon Wireless, Pittsburgh SMSA Limited Partnership d/b/a Verizon Wireless, and Pennsylvania RSA No. 6 (II) Limited Partnership d/b/a Verizon Wireless, all Delaware partnerships and Bell Atlantic Mobile Systems of Allentown, Inc., d/b/a Verizon Wireless a Delaware general partnership on behalf of itself and as General Partner of Allentown SMSA Limited Partnership d/b/a Verizon Wireless a Delaware partnership, (collectively "Verizon Wireless") and Verizon North Inc., f/k/a GTE North Incorporated ("Verizon"), a Wisconsin corporation (Verizon and Verizon Wireless may be referred to hereinafter, each, individually, a "Party" and, collectively, the "Parties").

**WITNESSETH:**

WHEREAS, Verizon and Verizon Wireless are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 approved by the Pennsylvania Public Utility Commission ("Commission") on February 26, 1998 (the "Interconnection Agreement");

WHEREAS, the Federal Communications Commission has, in FCC Docket 94-102, ordered that providers of commercial mobile radio services make available certain E911 services, and has established clear and certain deadlines by which said service must be available.

WHEREAS, the Parties desire to provide Verizon Wireless with access to the E911 network systems and databases established and maintained by Verizon in a technically and economically efficient manner sufficient to enable Verizon Wireless to provide E911 service to its end user customers; and

WHEREAS, the Parties wish to enter into an agreement that will allow Verizon Wireless to provide E911 to its end user customers using the systems and databases established and maintained by Verizon on terms that are fair and equitable to both Parties;

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

Article V, Section 2.4 of the Interconnection Agreement is deleted in its entirety.

Article VIII, attached hereto, is added to the Interconnection Agreement.

Appendix D, attached hereto, is added to the Interconnection Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this 26th day of July, 2002.

Bell Atlantic Mobile Systems of  
Allentown, Inc., d/b/a Verizon Wireless

Verizon North Inc.  
f/k/a GTE North Incorporated

Allentown SMSA Limited Partnership  
d/b/a Verizon Wireless  
By Bell Atlantic Mobile Systems of  
Allentown, Inc., Its General Partner

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

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

Printed: A. J. Melone

Printed: Jeffrey A. Masoner

Title: Vice President Network  
Operations Support

Title: Vice President Interconnection  
Services Policy & Planning

Cellco Partnership d/b/a Verizon Wireless

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

Pennsylvania RSA No. 6 (II)  
Limited Partnership d/b/a Verizon Wireless, By Cellco Partnership, Its General Partner

Pennsylvania 4 Sector 2 Limited Partnership  
d/b/a Verizon Wireless, By Cellco Partnership, Its General Partner

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

Printed: A. J. Melone

Title: Vice President Network  
Operations Support



APPENDIX D  
RATES AND CHARGES FOR E911

	<u>Nonrecurring Charge</u>	<u>Monthly Recurring Charge</u>
DS1	Tariff	Tariff
DS0 911 Trunk	Tariff	Tariff
E911 Selective Router Ports		
Ports		
Per Trunk	\$260.00	\$54.12
ALI Database Services		
Centralized ALI Port		
Per System		
(for third party data – Note 1)		
ALISA	\$200.00	\$62.00
HP 3000 CO	\$200.00	\$63.44
PS ALI Software		
Per Package	\$640.80	\$20.00
ALI Gateway/DMARCS Service	\$135.00	\$36.00
Selective Router Boundary Maps		
Per Map	\$125.00	n/a
MSAG Copies via Diskette/Email		
Per County		
First Copy Per Order	\$276.00	n/a
Additional Copy on the same Order as the First Copy	\$37.00	n/a

Note 1: Includes one port each into both primary and secondary Centralized ALI system. Circuits from third party database to Centralized ALI system, 9.6k or higher, to be provided by Verizon Wireless.

**ARTICLE VIII  
911/E-911 ARRANGEMENTS**

**1. Wireless 911/E-911 Arrangements**

1.1 Definitions. The following definitions are applicable in this Section:

1.1.1 "Automatic Location Identification (ALI) Database" means the emergency services (E911) database containing caller location information including the carrier name, NENA ID, Call Back Number, Routing Number, Cell Site/Sector Information, and other carrier information used to process caller location records.

1.1.2 "CAS" means Call Path Associated Signaling.

1.1.3 "Verizon Wireless Wireless End User" means any person or entity receiving service on the Verizon Wireless Wireless System.

1.1.4 "Call Back Number" means the MDN or other number that can be used by the PSAP to call back the Verizon Wireless Wireless End User.

1.1.5 "Cell Sector" means a geographic area defined by Verizon Wireless (according to Verizon Wireless's own radio frequency coverage data), and consisting of a certain portion or all of the total coverage area of a Cell Site.

1.1.6 "Cell Site" means the Verizon Wireless fixed radio transmitting and receiving facilities associated with the origination and termination or wireless traffic from/to the Verizon Wireless Wireless End User.

1.1.7 "Cell Site/Sector Information" means information that indicates to the receiver of the information the Cell Site location receiving a 911 Call made by the Verizon Wireless Wireless End User, and which may also include additional information regarding a Cell Sector.

1.1.8 "Controlling 911 Authority," means the duly authorized State, County or Local Government Agency empowered by law to oversee the 911 services, operations and systems within a defined jurisdiction.

1.1.9 "Default PSAP" is the PSAP designated to receive a 911 Call in the event the 911 Tandem Office/Selective Router is unable to determine the Designated PSAP.

1.1.10 "Designated PSAP" means the primary PSAP designated by the Controlling 911 Authority to receive a 911 Call based upon the geographic location of the Cell Site.

1.1.11 "Host ALI Record" means a data record resident in the primary i.e., host, ALI system for a PSAP.

1.1.12 "NCAS" means Non-Call Path Associated Signaling.

1.1.13 "PAM Protocol" means the bi-directional ALI-to-ALI real-time steering interface which supports intersystem queries. This interface allows an

ALI database serving a PSAP to query a second ALI database for ALI data that is not resident in the ALI Database serving the PSAP.

- 1.1.14 "Routing Number" is a number used to support the routing of wireless 911 Calls. It may identify a wireless Cell Sector or PSAP to which the call should be routed. In NCAS, the Routing Number (identified in standard documents as Emergency Services Routing Key "ESRK") is a ten-digit number translated and out pulsed from a Cell Sector identifier at the service control point that routes the 911 Call to the appropriate PSAP. The Routing Number is also the search-key from a PSAP query to an ALI database for a Host ALI Record with a matching Routing Number.
- 1.1.15 "911 Call Taker" means the PSAP telecommunicator receiving a 911 Call.
- 1.1.16 "911 Call(s)" means a call made by the Verizon Wireless End User by dialing the three digit telephone number "911" (and, as necessary, pressing the "Send" or analogous transmitting button) on a wireless handset to facilitate the reporting of an emergency requiring response by a public safety agency.

**2. 911/E911 Arrangements for CMRS Not Constituting Fixed Wireless Services**

- 2.1 The terms of this Section apply to the provision of 911/E911 services by Verizon to Verizon Wireless in respect to CMRS services that do not constitute Fixed Wireless Services.
- 2.2 Verizon Wireless may, at its option in accordance with applicable law or regulation, interconnect to the Verizon 911 Tandem Office(s)/Selective Router(s) or interface points, as appropriate, that serve the areas in which Verizon Wireless provides commercial mobile radio services, for the provision of 911/E911 services and for access to all subtending Public Safety Answering Points (PSAP). In such situations, Verizon will provide Verizon Wireless with the appropriate CLLI codes and specifications of the 911 Tandem Office/Selective Router serving area. In areas where E-911 is not available, Verizon Wireless and Verizon will negotiate arrangements to connect Verizon Wireless to the 911 service in accordance with Applicable Law.
- 2.3 Notwithstanding anything contained herein to the contrary, the respective obligations of the Parties contained in this Section are not effective as to a particular 911 jurisdiction until Verizon Wireless notifies Verizon in writing that it has received a request from the Controlling 911 Authority to provide E-911 service within a jurisdiction served by Verizon. Upon receipt of such a notice from Verizon Wireless, the Parties shall promptly implement the respective obligations of the Parties contained in this Section.
- 2.4 All path and route Interconnections for 911/E-911 will, if requested by the public safety agency, be made diverse as necessary or as otherwise required by law or regulation.
- 2.5 Within thirty (30) days of its receipt of a complete and accurate request from Verizon Wireless, to include all required information and applicable forms, and to the extent authorized by the relevant federal, state, and local authorities, Verizon

will provide Verizon Wireless, where Verizon offers 911 service, with the following, at the applicable fees, if any, contained in the pricing appendix hereto:

- 2.5.1 a list of the address and CLLI code of each 911/E-911 Tandem Office(s)/Selective Router(s) in the area in which Verizon Wireless plans to offer CMRS services that do not constitute Fixed Wireless Services;
- 2.5.2 a list of appropriate Verizon contact personnel who currently have responsibility for operations and support of 911/E-911 network and database systems,
- 2.5.3 any special 911 Trunking requirements for each 911/E-911 Tandem Office(s)/Selective Router(s), where applicable and available, and;
- 2.5.4 prompt return of any Verizon Wireless 911/E-911 data entry files containing errors, so that Verizon Wireless may ensure the accuracy of the Customer records and resubmit to Verizon as necessary.

## 2.6 Electronic Interface

2.6.1 Verizon Wireless shall use, where available, the appropriate Verizon electronic interface, through which Verizon Wireless shall input and provide a daily update (or as necessary) of 911/E-911 database information related to appropriate cell/sector location information associated with each face of the cellsite. In those areas where an electronic interface is not available, Verizon Wireless shall provide Verizon with all appropriate 911/E-911 information via facsimile for Verizon's entry into the 911/E-911 database system. Any 911/E-911 related data exchanged between the Parties prior to the availability of an electronic interface shall conform to Verizon standards, whereas 911/E-911-related data exchanged electronically shall conform to the National Emergency Number Association (NENA) standards. In the event Verizon Wireless utilizes a third party service provider for such 911/E-911 database connectivity ("Database Vendor"), Verizon Wireless shall provide Verizon with a letter of authorization designating such Database Vendor.

## 2.7 911/E911 General

### 2.7.1 911 Interconnection

Verizon and Verizon Wireless shall each use commercially reasonable efforts to facilitate the prompt, robust, reliable and efficient interconnection of Verizon Wireless systems to the 911/E-911 platforms and/or systems.

### 2.7.2 911 Facilities

Verizon Wireless shall be responsible for providing facilities from the Verizon Wireless Mobile Switching Center to the 911/E911 Tandem Office(s)/Selective Router(s) or appropriate interface points. Verizon Wireless shall deploy routing of 911 trunk pairs to the Verizon 911/E911 Tandem Office(s)/Selective Router(s) or interface point(s) in accordance with Section 2.4, above.

### 2.7.3 911 Authority Coordination

Verizon and Verizon Wireless will work cooperatively, as necessary, to arrange meetings with the Controlling 911 Authorities to answer any technical questions the PSAPs, or county or municipal coordinators may have regarding the 911/E-911 arrangements.

### 2.7.4 911 Compensation

Verizon Wireless will compensate Verizon for provision of its 911/E-911 services pursuant to the pricing appendix. In the event Verizon Wireless utilizes a Database Vendor, such compensation may be made directly by the Database Vendor, provided however that nothing herein shall relieve Verizon Wireless of its payment obligations set forth in this Agreement.

### 2.7.5 911 Rules and Regulations

Verizon Wireless and Verizon will comply with all applicable rules and regulations (including 911 taxes and surcharges).

## 2.8 NCAS

### 2.8.1 Trunking

2.8.1.1 Notwithstanding anything contained in this Agreement to the contrary, Verizon shall provide Verizon Wireless with a minimum of two (2) dedicated Type 2C trunks diversely routed for the provision of E 911 services.

### 2.8.2 Routing

2.8.2.1 Routing of calls will be based on the Routing Number (aka ESRK) delivered with the voice call. Verizon will route the voice portion of the 911 call and its corresponding ESRK to the Designated PSAP. If Verizon is unable to route to the Designated PSAP due to the PSAP trunks being busy or out of service, Verizon will route the call to an Alternate PSAP(s) or busy tone, as directed by the Controlling 911 Authority. If Verizon is unable to route the call to the Designated PSAP due to a failure in delivery of the Routing Number, Verizon will route the call to a Default PSAP designated by the Controlling 911 Authority and provided to Verizon by Verizon Wireless. Both Parties' network architecture and routing responsibilities will be in accordance with Applicable Law.

### 2.8.3 Data

2.8.3.1 Upon receipt of a PSAP query to a Verizon-controlled ALI Database to obtain the Call Back Number and Cell Site/Sector Information for a 911 Call, the Verizon-controlled ALI Database shall route the query the Verizon Wireless controlled ALI Database designated by Verizon Wireless.

2.8.3.2 The Verizon-controlled ALI Database shall then automatically receive from the Verizon Wireless-controlled ALI Database the Routing Number, Call Back Number and Cell Site/Sector Information associated with the 911 Call.

2.8.3.3 The Verizon-controlled ALI Database shall then transmit the data received from the Verizon Wireless-controlled database to the PSAP within a time period at parity with the transmission rates in response to similar queries to the Verizon-Controlled ALI Database for 911 calls originating from wireless carriers other than Verizon Wireless.

#### 2.8.4 Miscellaneous

2.8.4.1 Verizon shall permit Verizon Wireless, or its designated service provider, to terminate two frame relay circuits from a Verizon Wireless-controlled ALI Database to the Verizon ALI Database site(s). Verizon Wireless shall provide diverse connections to the Verizon ALI Database site(s). Verizon agrees to bill Verizon Wireless, or upon request, Verizon Wireless's Database Provider for connectivity to the Verizon ALI database; provided, however, that Verizon Wireless shall be responsible for payment of all such charges billed to the Database Vendor by Verizon but unpaid by the Database Vendor.

2.8.4.2 Verizon shall place necessary Customer Service Unit/Data Service Unit ("CSU/DSU") at each Verizon ALI Database site, for the provision of the Routing Number, Call Back Number, Cell Site/Sector Information.

2.8.4.3 Verizon and Verizon Wireless shall provision their respective ALI Databases such that the exchange of data between each shall use the PAM Protocol or other agreed upon interface.

2.9 CAS. The following terms will be utilized upon the request of Verizon Wireless.

#### 2.9.1 Trunking

2.9.1.1 Notwithstanding anything contained in this Agreement to the contrary, Verizon shall provide Verizon Wireless with a minimum of two (2) dedicated Type 2C trunks diversely routed for the provision of E911 services.

#### 2.9.2 Routing

2.9.2.1 Routing of calls will be based on the Routing Number delivered with the voice call. For CAS, the Routing Number is identified in standard documents as Emergency Services Routing Digit, ("ESRD"). Verizon will route the voice portion of the 911 call and its corresponding ESRD to the Designated PSAP. If Verizon is unable to route to the Designated PSAP due to the PSAP trunks being busy or out of service, Verizon will route the call to an Alternate

PSAP(s) or busy tone, as directed by the Controlling 911 Authority. If Verizon is unable to route the call to the Designated PSAP due to a failure in delivery of the Routing Number, Verizon will route the call to a Default PSAP designated by the Controlling 911 Authority and provided to Verizon by Verizon Wireless. Both Parties' network architecture and routing responsibilities will be in accordance with Applicable Law.

### 2.9.3 Data

2.9.3.1 Upon receipt of a PSAP query, a Verizon controlled ALI Database shall transmit the Routing Number, Call Back Number and Cell Site/Sector Information to the PSAP.

## 3. **NENA Standards For Local Number Portability (LNP)**

Verizon Wireless is required to enter data into the 911 database under the NENA Standards for LNP. This includes, but is not limited to, using Verizon Wireless's NENA ID to lock and unlock records and the posting of Verizon Wireless's NENA ID to the ALI record where such locking and unlocking feature for 911 records is available, or as defined by local standards.

## 4. **Reservation of Rights**

Notwithstanding anything to the contrary in this Agreement, neither Party waives, and each Party expressly reserves, (a) its right to seek changes in this Agreement (including but not limited to, changes in rates, charges and the Services that must be offered) through changes in Applicable Law and (b) to challenge the lawfulness and propriety of, and to seek to change or clarify, any Applicable Law, including, but not limited to any rule regulation, order or decision of the Commission, the FCC, or a court of applicable jurisdiction. Nothing in this Agreement shall be deemed to limit or prejudice any position a Party has taken or may take before the Commission, the FCC, any other state or federal regulatory or legislative bodies, courts of applicable jurisdiction, or industry forum. In particular, Verizon Wireless reserves its right to seek such changes in Applicable Law with regard to any costs hereunder associated with maintenance or provisioning of the ALI database (including but not limited to, ALI Gateway/DMARCS Service, which Verizon Wireless asserts, under applicable FCC decisions, is not the responsibility of Verizon Wireless). Both Verizon Wireless and Verizon shall comply with the provisions of any such Applicable Law, including any retroactive payment obligations.

**AMENDMENT NO. 2**

**to the**

**INTERCONNECTION AGREEMENT**

**between**

**VERIZON NORTH INC.,  
F/KA/ GTE NORTH INCORPORATED,**

**and**

**CELLCO PARTNERSHIP,  
PENNSYLVANIA NO 4 SECTOR 2 LIMITED PARTNERSHIP,  
PITTSBURGH SMSA LIMITED PARTNERSHIP,  
PENNSYLVANIA RSA NO. 6 (II) LIMITED PARTNERSHIP,  
BELL ATLANTIC MOBILE SYSTEMS OF ALLENTOWN, INC.,  
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 North Inc., formerly known as GTE North Incorporated ("Verizon"), and the Verizon Wireless Parties listed on the signature pages of this Amendment (the 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").

**WITNESSETH:**

WHEREAS, Verizon and Verizon Wireless are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934 (the "Act") for Pennsylvania, which was effective October 24, 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, 16 FCC Rcd 9151 ("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, Verizon Wireless 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 Reciprocal Compensation Rates:

1.1.1.1 Appendix C of the Agreement is amended by deleting the section "Transport and Termination" and replacing this section with the following:

"Local Traffic Transport and Termination Rate

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

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

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

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

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

regulations, or by the FCC, subject to a stay or other order issued by any court of competent jurisdiction.

- 1.1.2 Reciprocal compensation shall not apply to traffic that is not subject to reciprocal compensation under Section 251(b)(5) of the Act.
  - 1.1.3 "Internet Traffic" means any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission.
  - 1.1.4 Local Traffic does not include any Internet Traffic.
  - 1.1.5 Reciprocal compensation shall not apply to Internet Traffic.
  - 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.
- 1.2 Notices to be given by Verizon to Verizon Wireless under Article III, Section 22 of the Agreement on and after October 1, 2002 shall be delivered to the following:

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

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

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, Article III Section 30, "Subsequent Law") that might apply if the Order is stayed, vacated or modified.

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

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

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

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

Verizon North Inc., f/k/a GTE North Incorporated

By: \_\_\_\_\_  
Printed: Jeffrey A. Masoner  
Title: Vice-President - Interconnection Services Policy & Planning

Verizon Wireless Parties:

Cellco Partnership d/b/a Verizon Wireless

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

Pennsylvania RSA No. 6 (II) Limited Partnership d/b/a Verizon Wireless  
By Cellco Partnership, Its General Partner

Pennsylvania 4 Sector 2 Limited Partnership d/b/a Verizon Wireless  
By Cellco Partnership, Its General Partner

By: \_\_\_\_\_  
Name: A. J. Melone  
Title: Vice President Network Operation Support

Bell Atlantic Mobile Systems of Allentown, Inc. d/b/a Verizon Wireless

Allentown SMSA Limited Partnership d/b/a Verizon Wireless  
By Bell Atlantic Mobile Systems of Allentown, Inc., Its General Partner

By: \_\_\_\_\_  
Name: A. J. Melone  
Title: Vice President Network Operation Support

**AMENDMENT NO. 3**

to the

**INTERCONNECTION AGREEMENT**

between

**VERIZON NORTH INC.,  
F/KA/ GTE NORTH INCORPORATED**

and

**CELLCO PARTNERSHIP,  
PENNSYLVANIA NO 4 SECTOR 2 LIMITED PARTNERSHIP,  
PITTSBURGH SMSA LIMITED PARTNERSHIP,  
PENNSYLVANIA RSA NO. 6 (II) LIMITED PARTNERSHIP,  
BELL ATLANTIC MOBILE SYSTEMS OF ALLENTOWN, INC.,  
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 North Inc., formerly known as GTE North Incorporated ("Verizon"), and the Verizon Wireless Parties listed on the signature pages of this Amendment (the 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 October 24, 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 North Inc.

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

Printed: Jeffrey A. Masoner

Title: Vice-President - Interconnection Services Policy & Planning

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

Verizon Wireless Parties:

Cellco Partnership d/b/a Verizon Wireless

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

Pennsylvania RSA No. 6 (II) Limited Partnership d/b/a Verizon Wireless  
By Cellco Partnership, Its General Partner

Pennsylvania 4 Sector 2 Limited Partnership d/b/a Verizon Wireless  
By Cellco Partnership, Its General Partner

Bell Atlantic Mobile Systems of Allentown, Inc. d/b/a Verizon Wireless

Allentown SMSA Limited Partnership d/b/a Verizon Wireless  
By Bell Atlantic Mobile Systems of Allentown, Inc., Its General Partner

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

Name: A. J. Melone

Title: Staff Vice President - Network Operation 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, all Verizon Wireless originating "untranslated" 8YY traffic will be routed over a separate One-Way Trunk group.

- 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.