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May 26, 2005

Kathryn Wenrick
Vice President, Telecom Services
Arch Wireless Operating Company, Inc.
2800 Technology Drive, Suite 400
Plano, TX 75074

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

Dear Ms. Wenrick:

Verizon North Inc., f/k/a GTE North Incorporated ("Verizon"), a Wisconsin corporation, with principal place of business at 1717 Arch Street, Philadelphia, PA 19103, has received your letter stating that, under Section 252(i) of the Telecommunications Act of 1996 (the "Act"), Arch Wireless Operating Company, Inc. ("Arch Wireless"), a Delaware corporation, with principal place of business at 6677 Richmond Hwy., Alexandria, VA 22306 wishes to adopt the terms of the Interconnection Agreement between Metrocall, Inc. ("Metrocall") and Verizon that was approved by the Pennsylvania Public Utility Commission (the "Commission") as an effective agreement in the Commonwealth of Pennsylvania, as such agreement exists on the date hereof (including any effective and approved amendments thereto) after giving effect to operation of law (the "Terms"). I understand Arch Wireless has a copy of the Terms. Please note the following with respect to Arch Wireless's adoption of the Terms.

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

in place of Metrocall, Inc. and Metrocall in the Terms wherever appropriate.

- B. For avoidance of doubt, adoption of the Terms does not include adoption of any provision imposing an unbundling obligation on Verizon that no longer applies to Verizon under the Report and Order and Order on Remand (FCC 03-36) released by the Federal Communications Commission ("FCC") on August 21, 2003 in CC Docket Nos. 01-338, 96-98, 98-147 ("Triennial Review Order"), the Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338, released by the FCC on February 4, 2005 (the "TRO Remand Order"), or that is otherwise not required by both 47 U.S.C. Section 251(c)(3) and 47 C.F.R. Part 51. Moreover, Verizon, on February 26, 2004, filed a petition at the Commission to arbitrate amendments to interconnection agreements (including the Terms) with respect to the Triennial Review Order ("TRO Arbitration"). If Metrocall is a party to the TRO Arbitration at the time the Commission issues an effective order approving an amendment with respect to the Triennial Review Order in the TRO Arbitration (an "Approved Amendment"): 1) the terms of such Approved Amendment shall be deemed to amend this adoption effective on the effective date of such Commission order, 2) Arch Wireless agrees to be bound by the terms of such Approved Amendment effective on the effective date of such Commission order, and 3) Verizon and Arch Wireless shall execute an amendment to this adoption to memorialize that this adoption is amended by the terms of such Approved Amendment effective on the effective date of such Commission order; provided, however, failure by either party to do so shall not be cited as a basis for contesting the effectiveness of the provisions in 1) and 2) above.
- C. Notice to Arch Wireless and Verizon as may be required under the Terms shall be provided as follows:

To Arch Wireless Operating Company, Inc.:

Attention: Frederick M. Joyce
Venable LLP
575 7th Street, NW
Washington, DC 20004-1601
Telephone Number: (202) 344-4653
Facsimile Number: (202) 344-8300
Internet Address: Not Provided

To Verizon:

Director-Contract Performance & Administration
Verizon Wholesale Markets
600 Hidden Ridge
HQEWMNOTICES
Irving, TX 75038
Telephone Number: (972) 718-5988
Facsimile Number: (972) 719-1519
Internet Address: wmnotices@verizon.com

with a copy to:

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

- D. Arch Wireless represents and warrants that it has obtained any FCC and Commission authorization as required by Applicable Law for conducting business in the Commonwealth of Pennsylvania, and that its adoption of the Terms will cover services in Verizon North's service territory in the Commonwealth of Pennsylvania only.
 - E. In the event an interconnection agreement between Verizon and Arch Wireless is currently in effect in the former GTE service territory within the Commonwealth of Pennsylvania (the "Original ICA"), this adoption shall be an amendment and restatement of the operating terms and conditions of the Original ICA, and shall replace in their entirety the terms of the Original ICA. This adoption is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to the Original ICA. Any outstanding payment obligations of the parties that were incurred but not fully performed under the Original ICA shall constitute payment obligations of the parties under this adoption.
 - F. [Intentionally omitted].
2. Arch Wireless's adoption of the Metrocall Terms shall become effective on May 25, 2005. Verizon shall file this adoption letter with the Commission promptly upon receipt of an original of this letter countersigned by Arch Wireless as to the points set out in Paragraph One hereof. The term and termination provisions of the Metrocall/Verizon agreement shall govern

Arch Wireless's adoption of the Terms. The adoption of the Terms is currently scheduled to expire on July 31, 2005.

3. As the Terms are being adopted by you pursuant to your statutory rights under section 252(i), Verizon does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by Verizon of the Terms does not in any way constitute a waiver by Verizon of any position as to the Terms or a portion thereof, nor does it constitute a waiver by Verizon of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of Arch Wireless's 252(i) election.
4. Nothing herein shall be construed as or is intended to be a concession or admission by Verizon that any provision in the Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commission, the decisions of the courts, or other law, and Verizon expressly reserves its full right to assert and pursue claims arising from or related to the Terms.
5. Verizon reserves the right to deny Arch Wireless's application of the Terms, in whole or in part, at any time:
 - A. when the costs of providing the Terms to Arch Wireless are greater than the costs of providing them to Metrocall;
 - B. if the provision of the Terms to Arch Wireless is not technically feasible; and/or
 - C. to the extent that Verizon otherwise is not required to make the Terms available to Arch Wireless under applicable law.
6. For avoidance of doubt, please note that adoption of the Terms will not result in reciprocal compensation payments for Internet traffic. Verizon has always taken the position that reciprocal compensation was not due to be paid for Internet traffic under section 251(b)(5) of the Act. Verizon's position that reciprocal compensation is not to be paid for Internet traffic was confirmed by the FCC in the Order on Remand and Report and Order adopted on April 18, 2001 ("*FCC Internet Order*"), which held that Internet traffic constitutes "information access" outside the scope of the reciprocal compensation obligations set forth in section 251(b)(5) of the Act.¹ Accordingly, any compensation to be paid for Internet traffic will be handled pursuant to the terms of the *FCC Internet Order*, not pursuant to

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

adoption of the Terms.² Moreover, in light of the *FCC Internet Order*, even if the Terms include provisions invoking an intercarrier compensation mechanism for Internet traffic, any reasonable amount of time permitted for adopting such provisions has expired under the FCC's rules implementing section 252(i) of the Act.³ In fact, the *FCC Internet Order* made clear that carriers may not adopt provisions of an existing interconnection agreement to the extent that such provisions provide compensation for Internet traffic.⁴

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

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

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

⁴ *FCC Internet Order* ¶ 82.

SIGNATURE PAGE

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

Sincerely,

VERIZON NORTH INC.

Jeffrey A. Masoner
Vice President – Interconnection Services Policy & Planning

DATE

Reviewed and countersigned as to points A, B, C, D, E and F of Paragraph 1 and as to Paragraph 2:

ARCH WIRELESS OPERATING COMPANY, INC.

Kathryn Wenrick
Vice President, Telecom Services

DATE

c: J. Greenwood - Verizon

INTERCONNECTION AGREEMENT

BETWEEN

GTE NORTH INCORPORATED

AND

METROCALL, INC.

FOR THE STATE OF PENNSYLVANIA

TABLE OF CONTENTS

ARTICLE I: SCOPE AND INTENT OF AGREEMENT I-1

ARTICLE II: DEFINITIONS II-1

1.		<u>General Definitions.</u>	II-1
1.1	Act		II-1
1.2	Affiliate		II-1
1.3	Applicable Law		II-1
1.4	Automatic Number Identification (ANI)		II-1
1.5	Business Day		II-1
1.6	Central Office Switch		II-1
1.7	CLLI Codes		II-1
1.8	Commercial Mobile Radio Services (CMRS)		II-1
1.9	Commission		II-2
1.10	Common Channel Signaling (CCS)		II-2
1.11	Compliance		II-2
1.12	Customer		II-2
1.13	DS-1		II-2
1.14	DS-3		II-2
1.15	Exchange Service		II-2
1.16	FCC		II-2
1.17	GTOC		II-2
1.18	Incumbent Local Exchange Carrier (ILEC)		II-2
1.19	Interconnection Facility		II-2
1.20	Interconnection Point (IP)		II-2
1.21	Interexchange Carrier (IXC)		II-3
1.22	Internetwork Facilities		II-3
1.23	Local Access and Transport Area (LATA)		II-3
1.24	Local Exchange Carrier (LEC)		II-3
1.25	Local Exchange Routing Guide (LERG)		II-3
1.26	Local Traffic		II-3
1.27	Main Distribution Frame (MDF)		II-3
1.28	Mid-Span Fiber Meet		II-3
1.29	Multiple Exchange Carrier Access Billing (MECAB)		II-3
1.30	Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface (MECOD)		II-4
1.31	North American Numbering Plan (NANP)		II-4
1.32	Numbering Plan Area (NPA)		II-4
1.33	NXX, NXX Code, Central Office Code or CO Code		II-4
1.34	Provider		II-4
1.35	Rate Center		II-4
1.36	Right-of-way (ROW)		II-4
1.37	Routing Point		II-5
1.38	Service Control Point (SCP)		II-5
1.39	Service Switching Point (SSP)		II-5
1.40	Signaling Point (SP)		II-5
1.41	Signaling System 7 (SS7)		II-5
1.42	Signal Transfer Point (STP)		II-5
1.43	Subsidiary		II-5
1.44	Switched Access Service		II-5
1.45	Telcordia Technologies		II-5
1.46	Telecommunications Carrier		II-6

1.47	Telecommunications Services	II-6
1.48	Trunk Side	II-6
1.49	Undefined Terms	II-6
1.50	Wire Center	II-6

ARTICLE III: GENERAL PROVISIONS III-1

1.	<u>Scope of General Provisions.</u>	III-1
2.	<u>Term and Termination.</u>	III-1
2.1	<u>Term</u>	III-1
2.2	<u>Post-Termination Arrangements</u>	III-1
2.3	<u>Termination Upon Default</u>	III-1
2.4	<u>Termination Upon Sale</u>	III-2
2.5	<u>Liability Upon Termination</u>	III-2
3.	<u>Amendments.</u>	III-2
4.	<u>Assignment.</u>	III-2
5.	<u>Authority.</u>	III-2
6.	<u>Responsibility for Payment.</u>	III-2
7.	<u>Billing and Payment.</u>	III-2
7.1	<u>Back Billing</u>	III-3
7.2	<u>Dispute</u>	III-3
7.3	<u>Late Payment Charge</u>	III-3
7.4	<u>Due Date</u>	III-3
7.5	<u>Audits</u>	III-3
8.	<u>Binding Effect.</u>	III-3
9.	<u>Capacity Planning and Forecasting.</u>	III-3
10.	<u>Compliance with Laws and Regulations.</u>	III-4
11.	<u>Confidential Information.</u>	III-4
11.1	<u>Identification</u>	III-4
11.2	<u>Handling</u>	III-4
11.3	<u>Exceptions</u>	III-5
11.4	<u>Survival</u>	III-5
12.	<u>Consent.</u>	III-5
13.	<u>Fraud.</u>	III-5
14.	<u>Reimbursement of Expenses.</u>	III-5
15.	<u>Dispute Resolution.</u>	III-6
15.1	<u>Alternative to Litigation</u>	III-6
15.2	<u>Negotiations</u>	III-6
15.3	<u>Arbitration</u>	III-6
15.4	<u>Expedited Arbitration Procedures</u>	III-6

15.5	<u>Costs</u>	III-7
15.6	<u>Continuous Service</u>	III-7
16.	.....<u>Entire Agreement</u>	III-7
17.	.....<u>Expenses</u>	III-7
18.	.....<u>Force Majeure</u>	III-7
19.	.....<u>Good Faith Performance</u>	III-7
20.	.....<u>Governing Law</u>	III-7
21.	.....<u>Standard Practices</u>	III-8
22.	.....<u>Headings</u>	III-8
23.	.....<u>Independent Contractor Relationship</u>	III-8
24.	.....<u>Law Enforcement Interface</u>	III-8
25.	.....<u>Liability and Indemnity</u>	III-8
25.1	<u>Indemnification</u>	III-8
25.2	<u>End User and Content-Related Claims</u>	III-8
25.3	<u>DISCLAIMER</u>	III-9
25.4	<u>Limitation of Liability</u>	III-9
25.5	<u>Intellectual Property</u>	III-9
26.	.....<u>Multiple Counterparts</u>	III-9
27.	.....<u>No Third Party Beneficiaries</u>	III-10
28.	.....<u>Notices</u>	III-10
29.	.....<u>Protection</u>	III-11
29.1	<u>Impairment of Service</u>	III-11
29.2	<u>Resolution</u>	III-11
30.	.....<u>Publicity</u>	III-11
31.	.....<u>Regulatory Agency Control</u>	III-11
32.	.....<u>Changes in Legal Requirements / Applicable Law</u>	III-11
33.	.....<u>Effective Date</u>	III-12
34.	.....<u>Regulatory Matters</u>	III-12
35.	.....<u>Rule of Construction</u>	III-12
36.	.....<u>Section References</u>	III-12
37.	.....<u>Service Standards</u>	III-12

38.	<u>Severability / Unenforceable Terms.</u>	III-12
39.	<u>Subcontractors.</u>	III-13
40.	<u>Subsequent Law.</u>	III-13
41.	<u>Taxes.</u>	III-13
41.1	<u>Tax.</u>	III-13
41.2	<u>Fees/Regulatory Surcharges.</u>	III-13
42.	<u>Trademarks and Trade Names.</u>	III-14
43.	<u>Waiver.</u>	III-14

ARTICLE IV: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFICIV-1

1.	<u>Services Covered by This Article.</u>	IV-1
1.1	<u>Types of Services.</u>	IV-1
2.	<u>Billing and Rates.</u>	IV-1
2.1	<u>Rates and Charges.</u>	IV-1
2.2	<u>Billing.</u>	IV-1
3.	<u>Transport and Termination of Traffic.</u>	IV-1
3.1	<u>Traffic to be Exchanged.</u>	IV-1
3.2	<u>Compensation For Traffic.</u>	IV-1
4.	<u>Direct Network Interconnection.</u>	IV-1
4.1	<u>Network Interconnection Architecture.</u>	IV-1
4.2	<u>Compensation.</u>	IV-2
4.3	<u>Trunking Requirements.</u>	IV-2
4.4	<u>Trunk Facility Under Utilization.</u>	IV-3
4.5	<u>Network Redesigns Initiated by GTE.</u>	IV-3
5.	<u>Indirect Network Interconnection.</u>	IV-3
6.	<u>Number Resources.</u>	IV-3
6.1	<u>Number Assignment.</u>	IV-3
6.2	<u>Blocks of 100 Numbers Assignment.</u>	IV-3
6.3	<u>Rate Centers.</u>	IV-4
6.4	<u>Routing Points.</u>	IV-4
6.5	<u>Code and Numbers Administration.</u>	IV-4
6.6	<u>Programming Switches.</u>	IV-4
7.	<u>Meet-Point Billing.</u>	IV-4
7.1	<u>Meet-Point Arrangements.</u>	IV-4
8.	<u>Common Channel Signaling.</u>	IV-4
8.1	<u>Service Description.</u>	IV-4
8.2	<u>Signaling Parameters.</u>	IV-5
8.3	<u>Privacy Indicators.</u>	IV-5
8.4	<u>Connection Through STP.</u>	IV-5
8.5	<u>Third Party Signaling Providers.</u>	IV-5
8.6	<u>Multi-Frequency Signaling.</u>	IV-5

9.	<u>Service Quality and Performance.</u>	IV-5
10.	<u>Network Management Controls.</u>	IV-5
11.	<u>Transition and Implementation.</u>	IV-6
12.	<u>Point of Interconnection.</u>	IV-6
ARTICLE V: SIGNATURE PAGE		V-1
APPENDIX A: SERVICE MATRIX.....		A-1
APPENDIX B: RATES AND CHARGES		B-1

This Interconnection Agreement (the "Agreement"), is made by and between GTE North Incorporated with its address for purposes of this Agreement at 600 Hidden Ridge Drive, Irving, Texas 75038 ("GTE"), and Metrocall, Inc., in its capacity as an authorized provider of one-way paging services ("Metrocall"), with its address for this Agreement at 6677 Richmond Highway, Alexandria, Virginia 22306 (GTE and Metrocall being referred to collectively as the "Parties" and individually as a "Party"). This Agreement covers services in the State of Pennsylvania only (the "State").

WHEREAS, interconnection between competing Telecommunication Carriers is necessary and desirable for the termination of traffic originating on GTE's network; and

WHEREAS, the Parties desire to terminate such traffic and related signaling in a technically and economically efficient manner; and

WHEREAS, Metrocall holds authority from the Federal Communications Commission to provide Commercial Mobile Radio Services, including one-way paging services, which Metrocall is now providing in the State as a Telecommunications Carrier; 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 with other telecommunication carriers;

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 Metrocall 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 termination of traffic originated by GTE end-user customers or traffic transiting GTE's network, and terminated to Metrocall end-user customers. This Agreement will be submitted to the Pennsylvania Public Utility Commission (the "Commission") for approval. The Parties agree that their entrance into this Agreement is without prejudice to and does not waive any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements and/or matters related to GTE's cost recovery covered in this Agreement.

Some of the services and facilities to be provided to Metrocall by GTE in satisfaction of this Agreement may be provided, in whole or part, pursuant to existing GTE tariffs. GTE shall have the right to modify its tariffs subsequent to the Effective Date of this Agreement, and upon written notice to Metrocall, such modifications shall automatically apply to such services and facilities. The Parties shall cooperate with one another for the purpose of incorporating such modifications into this Agreement to the extent reasonably necessary or appropriate. Notwithstanding the foregoing, except as otherwise specifically provided herein: (a) GTE shall not have the right to file tariffs for services that supercede the terms and conditions of this Agreement if the services and/or facilities were not previously provided pursuant to tariff hereunder, unless otherwise ordered by the Commission (pursuant to Applicable Law and not at the request of either Party) and (b) the Parties shall have the right to modify the terms of such GTE tariffs as applied to this Agreement, as reasonably necessary or appropriate to fulfill their obligations under the Act or applicable rules and regulations in connection with the implementation of this Agreement. This section shall apply only to Metrocall and shall not be construed as applying to any non-parties.

DEFINITIONS

1. General Definitions.

Except as otherwise specified herein, the following definitions shall apply to all Articles and Appendices contained in this Agreement. Additional definitions that are specific to the matters covered in a particular Article may appear in that Article. To the extent that there may be any conflict between a definition set forth in this Article II and any definition in a specific Article or Appendix, the definition set forth in the specific Article or Appendix shall control with respect to that Article or Appendix.

_____ 1.1 **Act**

The Communications Act of 1934, as amended by the Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress effective February 8, 1996 and any subsequent amendments.

_____ 1.2 **Affiliate**

A person, corporation or other legal entity that, directly or indirectly, owns or controls a Party, or is owned or controlled by, or is under common ownership or control with a Party.

_____ 1.3 **Applicable Law**

All laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, and approvals of any Governmental Authority, which apply or relate to the subject matter of this Agreement.

_____ 1.4 **Automatic Number Identification (ANI)**

The number transmitted through the network identifying the calling party.

_____ 1.5 **Business Day**

Monday through Friday, except for holidays on which the U.S. mail is not delivered.

_____ 1.6 **Central Office Switch**

A switch used to provide telecommunications services including (1) "End Office Switches" which are Class 5 switches from which end-user Exchange Services are directly connected and offered, and (2) "Tandem Office Switches" which are Class 4 switches which are used to connect and switch trunk circuits between and among Central Office Switches. Central Office Switches may be employed as combination end office/tandem office switches (combination Class 5/Class 4).

_____ 1.7 **CLLI Codes**

Common Language Location Identifier Codes.

_____ 1.8 **Commercial Mobile Radio Services (CMRS)**

A radio communication service between mobile stations or receivers and land stations, or by mobile stations communicating among themselves that is provided for profit and that makes interconnected service available to the public or to such classes of eligible users as to be effectively available to a substantial portion of the public.

- _____ 1.9 **Commission**
The Pennsylvania Public Utility Commission.
- _____ 1.10 **Common Channel Signaling (CCS)**
A high-speed specialized packet-switched communications network that is separate (out-of-band) from the public packet-switched and message networks. CCS carries addressed signaling messages for individual trunk circuits and/or database-related services between Signaling Points in the CCS network using SS7 signaling protocol.
- _____ 1.11 **Compliance**
Environmental and safety laws and regulations based upon a federal regulatory framework, with certain responsibilities delegated to the States. An environmental/safety compliance program may include review of applicable laws/regulations, development of written procedures, training of employees and auditing.
- _____ 1.12 **Customer**
GTE or Metrocall depending on the context and which Party is receiving the service from the other Party.
- _____ 1.13 **DS-1**
A service carried at digital signal rate of 1.544 Mbps.
- _____ 1.14 **DS-3**
A service carried at digital signal rate of 44.736 Mbps.
- _____ 1.15 **Exchange Service**
All basic access line services, or any other services offered to end-users which provide end-users with a telephonic connection to, and a unique telephone number address on, the Public Switched Telecommunications Network (PSTN), and which enable such end-users to place or receive calls to all other stations on the PSTN.
- _____ 1.16 **FCC**
The Federal Communications Commission.
- _____ 1.17 **GTOC**
GTE Telephone Operating Company.
- _____ 1.18 **Incumbent Local Exchange Carrier (ILEC)**
Any local exchange carrier that was as of February 8, 1996, deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. 69.601(b) of the FCC's regulations. This includes GTE.
- _____ 1.19 **Interconnection Facility**
See •Internetwork Facilities• .
- _____ 1.20 **Interconnection Point (IP)**
The physical point on the network where the two Parties interconnect. The IP is the demarcation point between ownership of the transmission facility.

- _____ 1.21 **Interexchange Carrier (IXC)**
A telecommunications service provider authorized by the FCC to provide interstate long distance communications services between LATAs and is authorized by the State to provide inter- and/or intraLata long distance communications services within the State.
- _____ 1.22 **Internetwork Facilities**
The physical connection of separate pieces of equipment, transmission facilities, etc., within, between and among networks, for the transmission and routing of Telecommunication Services.
- _____ 1.23 **Local Access and Transport Area (LATA)**
A geographic area for the provision and administration of communications service; i.e., intraLata or interLata.
- _____ 1.24 **Local Exchange Carrier (LEC)**
Any person that is engaged in the provision of telephone exchange service or exchange access.
- _____ 1.25 **Local Exchange Routing Guide (LERG)**
The Telcordia Technologies reference customarily used to identify NPA-NXX routing and homing information, as well as network element and equipment designation.
- _____ 1.26 **Local Traffic**
For purposes of compensation between the Parties, traffic that is originated by an end-user customer of GTE and terminates to an end-user customer of Metrocall within the same Major Trading Area (MTA) and within the same LATA; and provided that Metrocall's end-user receives service on a one-way wireless basis. GTE is not responsible for compensation of traffic that is non-local or non-GTE originated. The MTA constitutes the local calling area for the purpose of compensation for the transport and termination of Commercial Mobile Radio Services (CMRS) traffic, and the physical location of the end-users at the beginning of the call constitutes the defining point as to whether a call falls within an MTA. Local Traffic excludes Enhanced Service Provider (ESP) and Internet Service Provider (ISP) traffic, including but not limited to Internet, 900-976, etc., and Internet Protocol based long-distance telephony.
- _____ 1.27 **Main Distribution Frame (MDF)**
The distribution frame used to interconnect cable pairs and line trunk equipment terminating on a switching system.
- _____ 1.28 **Mid-Span Fiber Meet**
An interconnection architecture whereby two Telecommunication Carriers' fiber transmission facilities meet at a mutually agreed upon IP.

- _____ 1.29 **Multiple Exchange Carrier Access Billing (MECAB)**
Refers to the document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Telcordia Technologies as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more Telecommunication Carriers or by one Telecommunication Carrier in two or more states within a single LATA.
- _____ 1.30 **Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface (MECOD)**
A document developed by the Ordering/Provisioning Committee under the auspices of the 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 Telcordia Technologies as Special Report SR-STS-002643, establishes methods for processing orders for access service, which is to be provided by two or more Telecommunication Carriers.
- _____ 1.31 **North American Numbering Plan (NANP)**
The system of telephone numbering employed in the United States, Canada, and Caribbean countries.
- _____ 1.32 **Numbering Plan Area (NPA)**
Also sometimes referred to as an area code, is the three-digit indicator, which is defined by the "A", "B", and "C" digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code" is typically associated with a specialized telecommunications service, which may be provided across multiple Geographic NPA areas. 800, 900, 700, and 888 are examples of Non-Geographic NPAs.
- _____ 1.33 **NXX, NXX Code, Central Office Code or CO Code**
The three-digit switch entity indicator, which is defined by the "D", "E", and "F" digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.
- _____ 1.34 **Provider**
GTE or Metrocall depending on the context and which Party is providing the service to the other Party.
- _____ 1.35 **Rate Center**
The specific geographic point (the •rating point•) and corresponding geographic area that is associated with one or more particular NPA-NXX Codes that have been assigned to a Carrier for its provision of Telecommunications Services. The geographic point is identified by a specific vertical and horizontal (V&H) coordinate that is used to calculate distance-sensitive end-user traffic to/from the particular NPA-NXXs associated with the specific Rate Center.

- _____ 1.36 **Right-of-way (ROW)**
The right to use the land or other property of another party to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A ROW may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.
- _____ 1.37 **Routing Point**
Denotes a location that a Carrier has designated on its network as the homing (routing) point for traffic that terminates to such Carriers 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 Telcordia Technologies Practice BR795-100-100, the Routing Point may be an end office location, or a "LEC Consortium Point of Interconnection." The Routing Point need not be the same as the rating point and need not be within the same rate center, but must be in the same LATA as the associated NPA-NXX.
- _____ 1.38 **Service Control Point (SCP)**
The node in the signaling network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from the SSP, performs subscriber or application-specific service logic, and then sends instructions back to the SSP on how to continue call processing.
- _____ 1.39 **Service Switching Point (SSP)**
A Signaling Point that can launch queries to databases and receive/interpret responses used to provide specific customer services.
- _____ 1.40 **Signaling Point (SP)**
A node in the CCS network that originates and/or receives signaling messages, or transfers signaling messages from one signaling link to another, or both.
- _____ 1.41 **Signaling System 7 (SS7)**
The signaling protocol, Version 7, of the CCS network, based upon American National Standards Institute (ANSI) standards.
- _____ 1.42 **Signal Transfer Point (STP)**
A packet switch in the CCS network that is used to route signaling messages among SSPs, SCPs and other STPs in order to set up calls and to query databases for advanced services. GTE's network includes mated pairs of local and regional STPs. STPs are provided in pairs for redundancy. GTE STPs conform to ANSI T1.111-8 standards.
- _____ 1.43 **Subsidiary**
A corporation or other legal entity that is majority owned by a Party.
- _____ 1.44 **Switched Access Service**
The offering of facilities for the purpose of the origination or termination of traffic to or from Exchange Service customers in a given area pursuant to a switched access tariff. Switched Access Services include: Feature Group A, Feature Group B, Feature Group C, Feature Group D, 800 access and 900 access services.

- _____ 1.45 **Telcordia Technologies**
A wholly owned subsidiary of Science Applications International Corporation. The organization conducts research and development projects for its owners, including development of new telecommunications services. Telcordia Technologies 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.
- _____ 1.46 **Telecommunications Carrier**
Any provider of telecommunications services, except aggregators of telecommunication services (as defined in Section 266 of the Act).
- _____ 1.47 **Telecommunications Services**
The offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.
- _____ 1.48 **Trunk Side**
Refers to a central office switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity, for example, to another Central Office Switch. Trunk side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.
- _____ 1.49 **Undefined Terms**
Terms that may appear in this Agreement, which are not defined. Parties acknowledge and agree that any such terms shall be construed in accordance with customary usage in the telecommunications industry as of the effective date of this Agreement.
- _____ 1.50 **Wire Center**
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. Wire Center can also denote a building in which one or more central offices, used for the provision of exchange services and access services, are located.

GENERAL PROVISIONS

1. Scope of General Provisions.

Except as may otherwise be set forth in a particular Article or Appendix of this Agreement, in which case the provisions of such Article or Appendix shall control, these General Provisions apply to all Articles and Appendices of this Agreement.

2. Term and Termination.

2.1 Term.

Subject to the termination provisions contained in this Agreement, the term of this Agreement shall be from the Effective Date of this Agreement (as defined in Section 33 of this Article III) until July 31, 2003 (•Initial Term•) and shall continue in effect for consecutive six (6) month terms unless either Party gives the other Party at least ninety (90) calendar days written notice of termination, which termination shall be effective at the end of the then-current term ("Termination Date"). In the event notice is given less than 90 calendar days prior to the end of the current term, this Agreement shall remain in effect for 90 calendar days after such notice is received, provided, that in no case shall the Termination Date be extended beyond 90 calendar days after the end of the current term.

2.2 Post-Termination Arrangements.

Except in the case of termination as a result of either Party's Default under Section 2.3 below, or a termination upon sale, pursuant to Section 2.4, for service arrangements made available under this Agreement and existing at the time of termination, those arrangements may continue:

- (a) As if under this Agreement, if either Party has requested negotiations for a new agreement pursuant to Sections 251 and 252 of the Act, (i) until this Agreement has been replaced by a new agreement, or (ii) for up to one hundred eighty (180) calendar days following the Termination Date, whichever is earlier.
- (b) If this Agreement is not continued pursuant to subsection (a) preceding under (i) a new agreement voluntarily executed by the Parties; (ii) standard terms and conditions approved and made generally effective by the Commission, if any; (iii) tariff terms and conditions made generally available to all Local Providers; or (iv) any rights under Section 252(i) of the Act.

2.3 Termination Upon Default.

Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party; *provided however*, that the non-defaulting Party notifies the defaulting party in writing of the alleged default and that the defaulting Party does not cure the alleged default within sixty (60) calendar days of receipt of written notice thereof. Default is defined to include:

- (c) A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or
- (d) A Party's refusal or failure in any material respect properly to perform its obligations under this Agreement, or the violation of any of the material terms or conditions of this Agreement.

2.4 Termination Upon Sale.

Notwithstanding anything to the contrary contained herein, a Party may terminate this Agreement as to a specific operating area or portion thereof if such Party sells or otherwise transfers the area or portion thereof. The selling or transferring Party shall provide the other Party with at least ninety (90) calendar days' prior written notice of such termination, which shall be effective on the date specified in the notice. 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. Each Party represents he or she has had the opportunity to consult with legal counsel of his or her choosing and Metrocall has not relied on GTE counsel, pursuant to this Agreement.

6. Responsibility for Payment.

GTE may charge Metrocall and Metrocall will pay GTE a deposit before GTE is required to perform under this agreement if Metrocall has not established a good payment history with GTE. Such deposit will be calculated based on GTE's estimated two-month charges to Metrocall for facilities provisioned by GTE under this Agreement. Interest will be paid on the deposit in accordance with state requirements for end-user deposits.

7. Billing and Payment.

Except as provided elsewhere in this Agreement and where applicable, in conformance with MECAB and MECOD guidelines, Metrocall and GTE agree to exchange all information to accurately, reliably, and properly bill for features, functions and services rendered under this Agreement.

_____ 7.1 Back Billing.
Neither Party will bill the other Party for previously unbilled charges that are for more than one-year prior to the current billing date.

_____ 7.2 Dispute.
If one Party disputes a billing statement issued by the other Party, the billed Party shall notify billing Party 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. The Parties shall diligently work toward resolution of all billing issues.

_____ 7.3 Late Payment Charge.
If any undisputed amount due on the billing statement is not received by Provider on the payment due date, Provider shall calculate and assess, and Customer agrees to pay, at Provider's option, a charge on the past due balance at an interest rate equal to the amount allowed by the applicable GTE/Contel state access tariffs, the state retail tariff, or the GTOC/GSTC FCC No. 1 tariff, in accordance with the service ordered, or the maximum nonusurious rate of interest under applicable law. Late payment charges shall be included on the next statement.

_____ 7.4 Due Date.
Payment is due thirty (30) calendar days from the bill date.

_____ 7.5 Audits.
Either Party may conduct an audit of the other Party's books and records pertaining to the Services provided under this Agreement, no more frequently than once per twelve (12) month period, to evaluate the other Party's accuracy of billing, data and invoicing in accordance with this Agreement. Any audit shall be performed as follows: (i) following at least thirty (30) Business Days' prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations; and (vi) in compliance with the audited Party's security rules.

8. Binding Effect.
This Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.

9. Capacity Planning and Forecasting.
Within thirty (30) days from the Effective Date of this Agreement, the Parties agree to have met and developed joint planning and forecasting responsibilities which are applicable to Local Services, including Features, Unbundled Network Elements (UNEs), Interim Number Portability (INP), Interconnection Services, Collocation, Poles, Conduits and Rights-of-Way (ROW). Such responsibilities shall include but are not limited to the following:

9.1 The Parties will establish periodic reviews of network and technology plans and, generally to the extent the decision for a network change is final, attempt to notify each other of such change no later than six (6) months in advance of changes that would directly impact the other Party's provision of services.

9.2 Metrocall will furnish to GTE information that provides for statewide annual forecasts of in-service quantities, and facility/demand forecasts.

- 9.3 The Parties will develop joint forecasting responsibilities for traffic utilization over trunk groups and yearly forecasted trunk quantities.
- 9.4 Metrocall shall notify GTE promptly of changes greater than ten percent (10%) to current forecasts (increase or decrease) that generate a shift in the demand curve for the following forecasting period.

10. 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.

11. Confidential Information.

11.1 Identification.

Either Party may disclose to the other proprietary or confidential customer, technical, or business information in written, graphic, oral or other tangible or intangible forms ("Confidential Information"). In order for information to be considered Confidential Information under this Agreement, it must be marked "Confidential" or "Proprietary," or bear a marking of similar import. Orally or visually disclosed information shall be deemed Confidential Information only if contemporaneously identified as such and reduced to writing and delivered to the other Party with a statement or marking of confidentiality within thirty (30) calendar days after oral or visual disclosure.

Notwithstanding the foregoing, preorders and all orders for services or Unbundled Network Elements placed by Metrocall pursuant to this Agreement, and information that would constitute customer proprietary network information of Metrocall end-user customers pursuant to the Act and the rules and regulations of the FCC, as well as recorded usage information with respect to Metrocall end-users, whether disclosed by Metrocall to GTE or otherwise acquired by GTE in the course of its performance under this Agreement, and where GTE is the NANP Number Plan Administrator, Metrocall information submitted to GTE in connection with such responsibilities shall be deemed Confidential Information of Metrocall for all purposes under this Agreement whether or not specifically marked or designated as confidential or proprietary.

11.2 Handling.

In order to protect such Confidential Information from improper disclosure, each Party agrees:

- (e) That all Confidential Information shall be and shall remain the exclusive property of the source;
- (f) To limit access to such Confidential Information to authorized employees who have a need to know the Confidential Information for performance of this Agreement;
- (g) 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;
- (h) 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;

- (i) To return promptly any copies of such Confidential Information to the source at its request; and
- (j) 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.

_____ 11.3 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.

_____ 11.4 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.

12. Consent.

Where consent, notice, approval, mutual agreement or similar action is required of a Party, it shall not be conditional, unreasonably withheld or delayed.

13. Fraud.

Metrocall assumes responsibility for all fraud associated with its end-user customers and accounts. GTE shall bear no responsibility for, nor is it required to investigate or make adjustments to Metrocall's account in cases of fraud.

14. Reimbursement of Expenses.

In performing under this Agreement GTE may be required to make expenditures or otherwise incur costs that are not otherwise reimbursed under this Agreement. In such event GTE is entitled to reimbursement from Metrocall for all such costs for which it receives Metrocall's prior approval. For all such costs and expenses GTE shall receive through NRCs the actual costs and expenses incurred, including labor costs and expenses, overhead and fixed charges, and may include a reasonable contribution to GTE's common costs.

15. Dispute Resolution.

15.1 Alternative to Litigation.

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

_____ 15.2 Negotiations.

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

_____ 15.3 Arbitration.

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

_____ 15.4 Expedited Arbitration Procedures.

If the issue to be resolved through the negotiations referenced in Section 0 directly and materially affects service to either Party's end-user customers, then the period of resolution of the dispute through negotiations before the dispute is to be submitted to binding arbitration shall be five (5) Business Days. Once such a service-affecting dispute is submitted to arbitration, the arbitration shall be conducted pursuant to the expedited procedures rules of the Commercial Arbitration Rules of the American Arbitration Association (i.e., rules 53 through 57).

_____ 15.5 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.

_____ 15.6 Continuous Service.

The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their obligations in accordance with this Agreement.

16. 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.

17. 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.

18. 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 likes 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.

19. Good Faith Performance.

In the performance of their obligations under this Agreement, the Parties shall act in good faith.

20. Governing Law.

This Agreement shall be governed by and construed in accordance with the Act, applicable federal and (to the extent not inconsistent therewith) 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.

21. Standard Practices.

For the purposes of this one-way paging agreement this Section is inoperable.

22. Headings.

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

23. 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.

24. Law Enforcement Interface.

24.1 Except to the extent not available in connection with GTE's operation of its own business, GTE shall provide seven day a week/twenty-four hour a day assistance to law enforcement persons for emergency traps, assistance involving emergency traces and emergency information retrieval on customer invoked CLASS services.

25. Liability and Indemnity.

25.1 Indemnification.

Subject to the limitations set forth in Section 0 of this Article III, each Party agrees to release, indemnify, defend, and hold harmless the other Party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, whether suffered, made, instituted, or asserted by any other party or person, for invasion of privacy, personal injury to or death of any person or persons, or for losses, damages, or destruction of property, whether or not owned by others, proximately caused by the indemnifying Party's negligence or willful misconduct, regardless of form of action. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party or any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.

25.2 End User and Content-Related Claims.

The Indemnifying Party agrees to release, indemnify, defend, and hold harmless the other Party, its affiliates, and any third-party provider or operator of facilities involved in the provision of services, Unbundled Network Elements or Facilities under this Agreement (collectively, the "Indemnified Party") from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by the Indemnifying Party's end-users against an Indemnified Party arising from Services, Unbundled Network Elements or Facilities. The Indemnifying Party further agrees to release, indemnify, defend, and hold harmless the Indemnified Party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by any third party against an Indemnified Party arising from or in any way related to actual or alleged defamation, libel, slander, interference with or misappropriation of proprietary or creative right, or any other injury to any person or property arising out of content transmitted by the Indemnifying Party and the Indemnified Party or such Party's end-users, or any other act or omission of the Indemnified Party or such Party's end-users.

25.3 DISCLAIMER.

EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, 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 USAGE OF TRADE.

25.4 Limitation of Liability.

Each Party's liability, whether in contract, tort or otherwise, shall be limited to direct damages, which shall not exceed the monthly charges, plus any related costs/expenses GTE may recover, including those under Section 14 above, and plus any costs/expenses for which the Parties specify reimbursement in this Agreement for the services, or facilities for the month during which the claim of liability arose. Under no circumstance shall either Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or any accessories attached thereto, delay, error, or loss of data.

Should either Party provide advice, make recommendations, or supply other analysis related to the Services, Unbundled Network Elements or facilities described in this Agreement, this limitation of liability shall apply to provision of such advice, recommendations, and analysis.

25.5 Intellectual Property.

Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by either Party under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party.

26. Multiple Counterparts.

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

27. No Third Party Beneficiaries.

Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

28. 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. Upon prior immediate oral agreement of the Parties' designated recipients identified below, notice may also be provided by facsimile, Internet or electronic messaging system, which shall be effective if sent before 5:00 p.m. on that day, or if sent after 5:00 p.m. it will be effective on the next Business Day following the date sent. Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable address or Internet ID indicated below or such address as the Party to be notified has designated by giving notice in compliance with this section:

If to GTE: GTE North Incorporated
 Attention: Assistant Vice President/Associate General Counsel
 Service Corporation
 600 Hidden Ridge - HQEWMNOTICES
 Irving, TX 75038

Telephone number: 972/718-6361
Facsimile number: 972/718-3403
Internet Address: wmnotices@telops.gte.com

And

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

If to Metrocall: Metrocall, Inc.

Attention: Mr. Ken Goldstein
Metrocall, Inc.
6677 Richmond Highway
Alexandria, Virginia 22306
Telephone number: 703 660-6677
Facsimile number: 703 765-4385
Internet Address: ken.goldstein@metrocall.com

With a copy to: Paul Besozzi LLP, 2550 M Street
N.W., Washington, D.C. 20037, Telephone number 202 457-5292, Facsimile
Number 202 457-6315, Internet Address: pbsozzi@pattonboggs.com

29. Protection.

29.1 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 its 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").

29.2 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.

30. Publicity.

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

31. 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.

32. Changes in Legal Requirements / Applicable Law.

Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and final administrative rulings applicable to its performance under this Agreement. The terms and conditions of this Agreement were composed in order to effectuate the legal requirements in effect at the time this Agreement was produced, and shall be subject to any and all applicable statutes, regulations, rules, ordinances, judicial decisions, and final administrative rulings that subsequently may be prescribed by any federal, state or local governmental authority having appropriate jurisdiction. Except as otherwise expressly provided herein, such subsequently prescribed statutes, regulations, rules, ordinances, judicial decisions, and final administrative rulings will be deemed to automatically supersede any conflicting terms and conditions of this Agreement. In addition, subject to the requirements and limitations set forth in Section 38, to the extent required or reasonably necessary, the Parties shall modify, in writing the affected term(s) and conditions of this Agreement to bring them into compliance with such statute, regulation, rule, ordinance, judicial decision or final administrative ruling.

33. Effective Date.

The Parties agree that the effective date of this Agreement is June 29, 2000. Subject to the Parties' reservation of rights described herein, any modifications to this Agreement required as a result of the Commission review and approval process will be deemed to be effective as of the Effective Date. In addition, notwithstanding the possible rejection or modification of this Agreement by the Commission, the Parties agree that all of their obligations and duties hereunder shall remain in full force and effect pending the final disposition of the Commission review and approval process.

34. Regulatory Matters.

Each Party shall be responsible for obtaining and keeping in effect all FCC, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement.

If either Party does not provide the materials necessary to make a required filing with the Commission within ninety 90 days of execution of this Agreement, any contract signatures will no longer be effective. If both Parties determine to proceed with filing, negotiations between the Parties will resume.

35. Rule of Construction.

No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

36. Section References.

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

37. Service Standards.

37.1 Notwithstanding anything in this Agreement to the contrary, the Parties will provide a level of service to each other with respect services under this Agreement in compliance with the non-discrimination requirements of the Act. GTE will provide Metrocall with service standards to measure quality of service that GTE currently offers to CLECs at the time of execution of this Agreement. Service standards to measure quality of service are subject to continued evolution within the industry and when developed and implemented in GTE systems, GTE will automatically modify existing service standards to measure quality of service.

37.2 The Parties will notify each other of network events that can result or have resulted in service interruption, blocked calls, and/or changes in network performance in accordance with Article IV, Section 10.

38. Severability / Unenforceable Terms.

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, subject to its obligations under applicable law, terminate this Agreement without penalty or liability upon written notice to the other Party, subject to Article III, Section 2.2.

39. 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.

40. Subsequent Law.

This Section regarding subsequent law has been addressed in Section 32 Changes in Law / Applicable Law.

41. Taxes.

Any tax defined in Section 0 below (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party. The collecting Party shall charge and collect from the obligated Party, and the obligated Party agrees to pay to the collecting Party, all applicable taxes, except to the extent that the obligated Party notifies the collecting Party and provides to the collecting Party appropriate documentation as GTE requires that qualifies the obligated Party for a full or partial exemption. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The obligated Party may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The collecting Party shall cooperate in any such contest by the other Party. The other Party will indemnify the collecting Party from any sales or use taxes that may be subsequently levied on payments by the other Party to the collecting Party.

_____ 41.1 Tax.

A charge which is statutorily imposed by the state or local jurisdiction and is either (a) imposed on the seller with the seller having the right or responsibility to pass the charge(s) on to the purchaser and the seller is responsible for remitting the charge(s) to the state or local jurisdiction or (b) imposed on the purchaser with the seller having an obligation to collect the charge(s) from the purchaser and remit the charge(s) to the state or local jurisdiction.

Taxes shall include but not be limited to: federal excise tax, state/local sales and use tax, state/local utility user tax, state/local telecommunication excise tax, state/local gross receipts tax, fees/regulatory surcharges, and local school taxes. Taxes shall not include income, income-like, gross receipts on the revenue of a provider, or property taxes. Taxes shall not include payroll withholding taxes unless specifically required by statute or ordinance.

_____ 41.2 Fees/Regulatory Surcharges.

A charge imposed by a regulatory authority, other agency, or resulting from a contractual obligation, in which the seller is responsible or required to collect the fee/surcharge from the purchaser and the seller is responsible for remitting the charge to the regulatory authority, other agency, or contracting party.

Fees/Regulatory Surcharges shall include but not be limited to E911/911, E311/311, franchise fees, and Commission surcharges.

42. 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.

43. 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.

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), and the transport and termination of Local, intraLata toll, optional EAS traffic and jointly provided Interexchange Carrier (IXC) access between GTE and Metrocall. The services and facilities described in this Article shall be referred to in this Article IV as the "Services or individually as •Service. •"

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. The rates and charges are set forth in Appendix B attached to this Agreement and made a part hereof.

2.2 Billing.

Except as otherwise provided in this Agreement, Provider shall render to Customer a bill for interconnection services on a current basis. Charges for physical facilities and other non-usage sensitive charges shall be billed in advance, except for charges and credits associated with the initial or final bills. Charges for traffic that has been routed over a jurisdictionally inappropriate trunk group (e.g., local traffic carried over trunks used for Switched Access Traffic) may be adjusted to reflect the appropriate compensation arrangement and may be handled as a post-billing adjustment to bills rendered.

3. Transport and Termination of Traffic.

3.1 Traffic to be Exchanged.

Metrocall will terminate Local Traffic originating on GTE's network utilizing either direct or indirect network interconnections as provided in this Article IV. This Agreement is specifically limited to traffic of GTE end-user customers for which GTE has tariff authority to carry and transiting traffic for which GTE has an agreement to carry. This Agreement is specifically limited to traffic terminating to Metrocall end-user customers to which Metrocall provides one-way paging service.

3.2 Compensation For Traffic.

GTE shall compensate Metrocall for the termination of Local Traffic in accordance with Appendix B attached to this Agreement and made a part hereof.

4. Direct Network Interconnection.

4.1 Network Interconnection Architecture.

Where the Parties desire to interconnect their networks, interconnection will be a special access arrangement terminating at a GTE Tandem Office Switch or GTE End Office Switch, as mutually agreed to by the Parties, subject to the rates, terms, and conditions contained in GTE's applicable tariffs.

4.2 Compensation.

Except as otherwise provided on Appendix B, for Internetwork Facilities, GTE will charge special access rates from the applicable GTE tariff.

4.3 Trunking Requirements.

Where full NXXs are used to route traffic to Metrocall's switch as defined by the LERG:

- 4.3.1. The Parties shall make available trunks over which GTE shall terminate to end users of Metrocall traffic originated from end users of GTE-provided Exchange Service or transiting the GTE network and terminating to Metrocall.
- 4.3.2. Metrocall and GTE shall, where applicable, make reciprocally available, by mutual agreement, the required trunk groups to handle different traffic types. Metrocall 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 Metrocall to terminate interLata calls and to provide Switched Access Service to IXCs. However, because the Parties have agreed to flat rate compensation (see Appendix B) and Metrocall does not originate intraLata toll or interexchange traffic, traffic measurement is not necessary and therefore separate trunk groups are not required in this instance. To the extent Metrocall desires to have any Interexchange Carriers (IXC) terminate switched access traffic to Metrocall, using jointly provided switched access facilities routed through a GTE access tandem, it is the responsibility of Metrocall to arrange for such IXC to issue an ASR to GTE to direct GTE to route the traffic. If GTE does not receive an ASR from the IXC, GTE will initially route the switched access traffic between the IXC and Metrocall. If the IXC subsequently indicates that it does not want the traffic routed to or from Metrocall, GTE will not route the traffic.
 - 4.3.2.1 Each Party agrees to route traffic only over the proper jurisdictional trunk group.
 - 4.3.2.2 Neither party shall route Switched Access Service traffic over Local Interconnection Trunks, or Local Traffic over Switched Access Service trunks, except as provided in Section 4.3.2 above
- 4.3.3. Trunk connections shall be made at a voice grade DS-1 or multiple DS-1 levels, DS-3, (SONET where technically available) and shall be jointly engineered to an objective B.01 or B.005 grade of service.
- 4.3.4. Signaling System 7 (SS7) Common Channel Signaling will be used to the extent that such technology is available. If SS7 is not available, Multifrequency Signaling (MF) will be used as specified.
- 4.3.5. Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an ASR or another industry standard eventually adopted to replace the ASR for local service ordering.
- 4.3.6. Metrocall and GTE agree to use diligent efforts to develop and agree on a Joint Interconnection Grooming Plan prescribing standards to ensure that the trunk groups are maintained at the appropriate industry grades of service standard B.01 or B.005. Such Plan shall also include mutually agreed upon default standards for the configuration of all segregated trunk groups.

4.4 Trunk Facility Under Utilization.

At least once a year the Parties shall exchange trunk group measurement reports for trunk groups terminating to the other Party's network. In addition and from time to time, each Party will determine the required trunks for each of the other Party's trunk groups from the previous 12 months servicing data. Required trunks will be based on the appropriate grade of service standard (B.01 or B.005) or the Joint Interconnection Grooming Plan referenced in Section 0. When a condition of excess capacity is identified, the Parties will facilitate a review of the trunk group existing and near term (3 to 6 months) traffic requirements with the customer for possible network efficiency adjustment.

4.5 Network Redesigns Initiated by GTE.

GTE will not charge Metrocall when GTE initiates its own network redesigns/reconfigurations.

5. Indirect Network Interconnection.

Under this Agreement, GTE will not deliver traffic destined to terminate to Metrocall via another LEC's end office (unless number blocks are associated with such end office). GTE will deliver traffic destined to terminate to Metrocall via another LEC's tandem provided that the Parties have established compensation agreement(s) specific to this arrangement.

6. Number Resources.

6.1 Number Assignment.

Nothing in this Agreement shall be construed to, in any manner, limit or otherwise adversely impact Metrocall'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 Metrocall 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 Metrocall. The Parties agree that disputes arising from numbering assignment shall be arbitrated by the NANP Number Plan Administrator. Metrocall shall not request number resources to be assigned to any GTE switching entity.

6.1.1 Each Party shall be responsible for notifying its customers of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs or new NXX codes. Each Party is responsible for administering NXX codes assigned to it.

_____ 6.2 Blocks of 100 Numbers Assignment.

Metrocall, a one-way paging carrier, 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 Metrocall as available from the NXX codes of that GTE end office. GTE will charge and Metrocall agrees to pay to GTE the charge per block of 100 numbers as indicated on Appendix B and the applicable Service Attachment. This interconnection arrangement will be established as a one-way trunk only used to carry traffic terminating to end user customers of Metrocall. SS7 signaling may be available with this GTE end office Interconnection arrangement. Metrocall is solely responsible for the cost of the Interconnection Facilities. Except as otherwise provided in Appendix B, for the Interconnection Facilities, GTE will charge and Metrocall agrees to pay GTE the special access rates from the applicable GTE tariff as indicated in the appropriate Service Attachment. GTE shall compensate Metrocall for the termination of Local Traffic as indicated on Appendix B.

_____ 6.3 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, Metrocall shall adopt the Rate Center areas and Rate Center points that the Commission has approved for the ILECs and shall assign whole NPA-NXX codes to each Rate Center.

_____ 6.4 Routing Points.

Metrocall will also designate a Routing Point for each assigned NXX code. Metrocall may designate one of its switch locations as the Routing Point for each NPA-NXX assigned to Metrocall. Notwithstanding the designation of the Routing Point, the Parties may separately agree to joint planning that will allow for the most efficient routing of traffic.

_____ 6.5 Code and Numbers Administration.

The Parties will comply with code administration requirements as prescribed by the FCC, the Commission, and accepted industry guidelines. Where GTE is the NANP Number Plan Administrator, GTE will administer number resources, and charge for such administration in accord with applicable rules and regulations. GTE will administer numbering resources in a competitively neutral manner, and process requests for NXX codes in a timely manner and in accord with industry standards. The Parties shall protect Metrocall proprietary information that may be submitted to GTE in connection with GTE's responsibilities as NANP Number Plan Administrator in accordance with Article III, Section 0 of this Agreement.

_____ 6.6 Programming Switches.

It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the Local Exchange Routing Guide ("LERG") guidelines to recognize and route traffic to the other Party's assigned NXX codes. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

7. Meet-Point Billing.

7.1 Meet-Point Arrangements.

7.1.1 Since Metrocall has agreed to flat rate per trunk compensation Meet Point Billing does not apply.

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. SS7 signaling and transport services shall be provided by GTE in accordance with the terms and conditions of this Section 8 of this Article. The Parties will cooperate on the exchange of all appropriate SS7 messages for local and intraLata call set-up signaling, including ISDN User Part (ISUP) and Transaction Capabilities Application Part (TCAP) messages to facilitate full interoperability of all CLASS Features and functions between their respective networks. Any other SS7 message services to be provided using TCAP messages (such as data base queries) will be jointly negotiated and agreed upon.

_____ 8.2 Signaling Parameters.

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

_____ 8.3 Privacy Indicators.

Each Party will honor all privacy indicators as required under applicable law.

_____ 8.4 Connection Through STP.

Metrocall must interconnect with the GTE STP(s) serving the LATA in which the traffic exchange trunk groups are interconnected. Additionally, all interconnection to GTE's 800/888 database and GTE's LIDB shall, consistent with this section take place only through appropriate STP pairs.

_____ 8.5 Third Party Signaling Providers.

Metrocall 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 Metrocall in transporting SS7 messages to and from GTE. The Third Party provider must interconnect with the GTE STP(s) serving the LATA in which the traffic exchange trunk groups are interconnected.

_____ 8.6 Multi-Frequency Signaling.

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

9. Service Quality and Performance.

Each Party shall provide Services under this Article to the other Party that are equal in quality to that the Party provides to itself, its Affiliates or any other entity in accordance with the nondiscrimination requirements of the Act.

10. Network Management Controls.

Each Party shall provide a 24-hour contact number for Network Traffic Management issues to the other's network surveillance management center. A fax number must also be provided to facilitate event notifications for planned mass calling events. Additionally, both Parties agree that they shall work cooperatively that all such events shall attempt to be conducted in such a manner as to avoid degradation or loss of service to other end-users. Each Party shall maintain the capability of respectively implementing basic protective controls such as "Cancel To" and "Call Gap."

11. 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. The Parties agree to use their best efforts to bring all interconnection arrangements into compliance with the terms and conditions of this Agreement within six (6) months of the Effective Date of this Agreement. At the end of the six (6) months, such interconnection arrangements not in compliance with the requirements of this Agreement will be subject to the rates, terms, and conditions of the applicable GTE tariff for the services provided, including, but not limited to, DID service and number groups.

12. Point of Interconnection.

The Point of Interconnection (POI) between GTE and Metrocall will be located within the MTA and there will be a single POI per LATA for one-way paging interconnection.

ARTICLE V
SIGNATURE PAGE

IN WITNESS WHEREOF, each Party has executed this Agreement, which will be considered effective pursuant to Article III, Section 33, Effective Date.

GTE NORTH INCORPORATED

METROCALL, INC.

By _____

By _____

Name _____

Name _____

Title _____

Title _____

ISSUE DATE: _____

Contract ID: _____

APPENDIX A
SERVICE MATRIX
RESERVED FOR FUTURE USE

Contract ID: _____
Service Attachment ID: _____

Contract ID: _____
Service Attachment ID: _____

APPENDIX B
RATES AND CHARGES

LOCAL TRANSPORT AND TERMINATION RATES

APPENDIX B A. Local Transport and Termination Rate

Rate per End Office Switch interconnection trunk per month	\$5.00
Rate per Tandem Switch interconnection trunk per month	\$20.00

This rate applies per DS0 or DS0 equivalent trunk between GTE and Metrocall and provides compensation to Metrocall from GTE for Local Traffic terminated to Metrocall end-user customers originated from GTE end-user customers.

APPENDIX B B. Non-Local and Non-GTE Originated Traffic Percent

APPENDIX B The total percentage of traffic over the Internetwork Facilities that shall be deemed to be either non-local or non-GTE originated. 30%

BLOCK OF 100 NUMBER CHARGES

Rate applied per block of 100 numbers	\$66.75
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This is a one-time charge applied when ordering new block/s of 100 numbers associated with a GTE End Office interconnection.

COMPENSATION

The Parties agree that during the first year and second year of the Initial Term of this Agreement each Party shall bear their own cost of providing Interconnection Facilities and one-way paging services.

The purpose of this two year transition period is to allow Metrocall to migrate from Type 1 End Office Switch connections to Type 2 Tandem Office Switch connections and no compensation will be due to either Party under this Agreement in year one and two of the Initial Term. Starting in the third year of the Initial Term of this Agreement the compensation arrangement will change. Beginning with the third year of the Initial Term of this Agreement and any subsequent periods pursuant to Article III, Section 2.1 Term, GTE agrees to compensate Metrocall at the rates listed in Appendix B for each Type 1 End Office Switch and each Type 2 Tandem Office Switch Interconnection Facility trunk. In the third year of the Initial Term of this Agreement and any subsequent periods pursuant to Article III, Section 2.1 Term, GTE also agrees to reduce the Interconnection Facility charges that would otherwise be imposed pursuant to the terms of this Agreement or applicable GTE tariff by the reciprocal of the percent listed above (i.e., 70%).