

Jeffrey A. Masoner
Vice President
Interconnection Services Policy and Planning



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January 19, 2006

Mr. David P. Tews
Vice President
Americell PA-3 L.P.
23 North Main Street, 2nd Floor
Mansfield, PA 16933

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

Dear Mr. Tews:

Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc. ("Verizon"), a Pennsylvania corporation, with principal place of business at 1717 Arch Street, Philadelphia, PA 19103, has received correspondence stating that Americell PA-3 L.P. ("AMC"), a Pennsylvania Limited Partnership, with principal place of business at 23 North Main Street, 2nd Floor, Mansfield, PA 16933, wishes, pursuant to Section 252(i) of the Communications Act, to adopt the terms of the Interconnection Agreement between Dobson Cellular Systems, Inc. ("Dobson") 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, without limitation, Amendment 1 thereto after giving effect to operation of law (the "Terms"). I understand AMC has a copy of the Terms. Please note the following with respect to AMC's adoption of the Terms.

1. By AMC's countersignature on this letter, AMC hereby represents and agrees to the following seven points:
 - A. AMC adopts (and agrees to be bound by) the Terms, and, in applying the Terms, agrees that AMC shall be substituted in place of Dobson Cellular Systems, Inc. and Dobson in the Terms wherever appropriate.

- B. For the avoidance of any doubt, adoption of the Terms does not include adoption of any provision imposing an unbundling obligation on Verizon (i) 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"), or 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 (ii) that is otherwise not required by 47 U.S.C. Section 251(c)(3) or by 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 Dobson 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"): (i) the terms of such Approved Amendment shall be deemed to amend this adoption effective on the effective date of such Commission order, (ii) AMC agrees to be bound by the terms of such Approved Amendment effective on the effective date of such Commission order, and (iii) Verizon and AMC 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 subsections (i) and (ii) above.
- C. Notice to AMC and Verizon as may be required or permitted under the Terms shall be provided as follows:

To: Americell PA-3 L.P.
Attention: David P. Tews
Vice President
23 Main Street, 2nd Floor
Mansfield, PA 16933
Telephone Number: 570-662-8087
Facsimile Number: 570-662-7950
Internet Address: dtews@indigowireless.com

with a copy to:
J. Jeffery Craven
Patton Boggs LLC
2550 M Street, NW
Washington, DC 20037
Telephone Number: 202-457-6077
Facsimile Number: 202-457-6315

To Verizon:

Director-Contract Performance Management and
Negotiations
Verizon Wholesale Markets
600 Hidden Ridge
HQEWMNOTICES
Irving, TX 75038
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. AMC represents and warrants that it is a FCC-Licensed provider of two-way wireless service and that its adoption of the Terms will cover services in Verizon Pennsylvania's service territory in the Commonwealth of Pennsylvania only.
- E. In the event an interconnection agreement between Verizon and AMC is currently in effect in the former Bell Atlantic service territory within the Commonwealth of Pennsylvania (the "Original ICA"), this adoption shall be an amendment and restatement of the operating terms and conditions of the Original ICA, and shall replace in their entirety the terms of the Original ICA. This adoption is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to the Original ICA. Any outstanding payment obligations of the parties that were incurred but not fully performed under the Original ICA shall constitute payment obligations of the parties under this adoption.
- F. Verizon's standard pricing schedule for interconnection agreements in the Commonwealth of Pennsylvania (as such schedule may be amended from time to time) (attached as Appendix A hereto) shall apply to AMC's adoption of the Terms; provided, however, that if the Terms memorialize acceptance of Verizon's offer of an optional reciprocal compensation rate plan for non-Internet traffic subject to Section 251(b)(5) pursuant to the industry letter described in footnote 2 of this Letter, then the optional reciprocal compensation rate plan in the Terms shall apply to this adoption instead of the reciprocal compensation rates set forth in Appendix A. AMC should note that the aforementioned pricing schedule may contain rates for certain services the terms for which are not included

in the Terms or that are otherwise not part of this adoption, and may include phrases or wording not identical to those utilized in the Terms. In an effort to expedite the adoption process, Verizon has not deleted such rates from the pricing schedule or attempted to customize the wording in the pricing schedule to match the Terms. However, the inclusion of such rates in no way obligates Verizon to provide the subject services and in no way waives Verizon's rights, and the use of different wording or phrasing in the pricing schedule does not alter the obligations and rights set forth in the Terms.

- G. AMC's adoption of the Terms shall become effective on November 14, 2005. Verizon shall file this adoption letter with the Commission promptly upon receipt of an original of this letter countersigned by AMC as to the points set out in Paragraph One hereof. The term and termination provisions of the Terms shall govern AMC's adoption of the Terms.
2. As the Terms are being adopted by AMC pursuant to Section 252(i) of the Act, 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 the Terms as a result of AMC's adoption of the Terms.
 3. 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.
 4. Verizon reserves the right to deny AMC's application of the Terms, in whole or in part, at any time:
 - A. when the costs of providing the Terms to AMC are greater than the costs of providing them to Dobson;
 - B. if the provision of the Terms to AMC is not technically feasible; and/or
 - C. to the extent that Verizon otherwise is not required to make the Terms available to AMC under applicable law.
 5. For the avoidance of any doubt, please note that adoption of the Terms will not result in reciprocal compensation payments for Internet traffic. Verizon has always taken the position that reciprocal compensation was not due to be

paid for Internet traffic under section 251(b)(5) of the Act. Verizon's position that reciprocal compensation is not to be paid for Internet traffic was confirmed by the FCC in the Order on Remand and Report and Order adopted on April 18, 2001 ("*FCC Internet Order*"), which held that Internet traffic constitutes "information access" outside the scope of the reciprocal compensation obligations set forth in section 251(b)(5) of the Act.¹ Accordingly, any compensation to be paid for Internet traffic will be handled pursuant to the terms of the *FCC Internet Order*, not pursuant to adoption of the Terms.² Moreover, in light of the *FCC Internet Order*, even if the Terms include provisions invoking an intercarrier compensation mechanism for Internet traffic, any reasonable amount of time permitted for adopting such provisions has expired under the FCC's rules implementing section 252(i) of the Act.³ In fact, the *FCC Internet Order* made clear that carriers may not adopt provisions of an existing interconnection agreement to the extent that such provisions provide compensation for Internet traffic.⁴

6. Should AMC attempt to apply the Terms in a manner that conflicts with Paragraphs Two through Paragraphs Five above, Verizon reserves its rights to seek appropriate legal and/or equitable relief.
7. In the event that a voluntary or involuntary petition has been or is in the future filed against AMC 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: (A) all rights of Verizon under such laws, including, without limitation, all rights of Verizon under 11 U.S.C. § 366, shall be preserved, and AMC's adoption of the Terms shall in no way impair such rights of Verizon; and (B) all rights of AMC resulting from AMC's adoption of the 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.

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

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

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

⁴ *FCC Internet Order* ¶ 82.

SIGNATURE PAGE

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

Sincerely,

VERIZON PENNSYLVANIA, INC.

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

(DATE)

Reviewed and countersigned as to Paragraph 1:

AMERICELL PA-3 L.P.

David P. Tews
Vice President

(DATE)

Attachment

c: K. Robertson – Verizon

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

by and between

BELL ATLANTIC - PENNSYLVANIA, INC.

and

SYGNET COMMUNICATIONS, INC.

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

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996, is effective as of the date of its approval by the Pennsylvania Public Utility Commission ("the Effective Date"), by and between Bell Atlantic-Pennsylvania, Inc. ("BA"), a Pennsylvania corporation with offices at 1717 Arch Street, Philadelphia, Pennsylvania 19103, and Sygnet Communications, Inc. ("Sygnet"), a Ohio corporation with offices at 6550-B Seville Drive Canfield Ohio 44406.

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

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

WHEREAS, the Parties agree this Agreement shall supersede any existing Interconnection and Traffic Interchange Agreement and appended Riders between them; and

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

This Agreement sets forth the terms, conditions and pricing under which the Parties will offer and provide to each other network Interconnection, access to Network Elements, and ancillary services within each LATA in which they both operate within the Commonwealth of Pennsylvania. As such, this Agreement is an integrated package that reflects a balancing of interests critical to the Parties. It will be submitted to the Pennsylvania Public Utility Commission and the Parties will specifically request that the Commission refrain from taking any action to change, suspend or otherwise delay implementation of the Agreement.

1.0 DEFINITIONS

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

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

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

1.3 "Agreement" means this Interconnection Agreement and all Exhibits and Schedules appended hereto.

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

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

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

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

1.7A "Broadband Commercial Mobile Radio Service" or Broadband "CMRS" means an interconnected two way, point-to-point, simultaneous full duplex wireless service offered for profit to the public or such classes of eligible users as to be effectively available to a substantial portion of the public but shall exclude paging service or other wireless services as may be determined by the FCC or the Commission as being entitled to different termination compensation than Broadband CMRS. Sygnet is a Broadband CMRS provider. Hereinafter, Broadband CMRS will be referred to as "CMRS."

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

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

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

- (a) "End Office Switch" or "End Office" which is used to terminate Customer station Loops for the purpose of interconnection to each other and to trunks;
- (b) "Tandem Switch" or "Tandem Office" which is a switching entity that is used to connect and switch trunk circuits between and among End Office Switches and between and among End Office Switches and carriers' aggregation points, points of termination, or points of presence. An "Access Tandem Office" or "Access Tandem" is a Tandem Office that also has billing and recording capabilities to provide Switched Exchange Access Services; and
- (c) "Mobile Switching Center" or "MSC", as defined below.

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

1.11 [Reserved]

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

1.13 "Collocation" means an arrangement whereby one Party's (the "Collocating Party") equipment or transmission facilities necessary for Interconnection or for access to Network Elements offered by the second Party on an unbundled basis are installed and maintained at the premises of a second Party (the "Housing Party"). For purposes of Collocation, the "premises" of a Housing Party is limited to a Housing Party Wire Center, other mutually agreed-upon locations of the Housing Party, or any other location for which Collocation has been ordered by the FCC or Commission. Collocation may be "physical" or "virtual". In "Physical Collocation," the Collocating Party installs and maintains its own

equipment in the Housing Party's premises. In "Virtual Collocation," the Housing Party owns, installs, and maintains equipment dedicated to use by the Collocating Party in the Housing Party's premises. BA currently provides Collocation under terms, rates, and conditions as described in tariffs on file or soon to be filed with the FCC and the Commission. Upon request by either Party, BA and Sygnet will address the provision of additional types of Collocation arrangements, including additional physical locations and alternative utilizations of space and facilities.

1.14 "Commission" means the Pennsylvania Public Utility Commission.

1.15 "Common Channel Signaling" or "CCS" means a method of transmitting call set-up and network control data over a digital signaling network separate from the public switched telephone network facilities that carry the actual voice or data traffic of the call. "SS7" means the Signaling System 7 common channel out of band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph ("CCITT") and the American National Standards Institute ("ANSI"). "CCSAC" or "CCSAS" means the common channel signaling access connection or service, respectively, which connects one Party's signaling point of interconnection ("SPOI") to the other Party's STP for the exchange of SS7 messages.

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

1.16 "Competitive Local Exchange Carrier" or "CLEC" means any non-incumbent Local Exchange Carrier operating as such in BA's certificated territory covered by this Agreement.

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

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

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

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

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

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

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

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

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

1.26 [Reserved]

1.27 "FCC" means the Federal Communications Commission.

1.27A "FCC Regulations" means regulations published in 47 C.F.R. and the published Orders of the FCC, including, but not limited to, the First Report and Order In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and Interconnection between Local Exchange and Commercial Mobile Radio Service Providers, CC Docket Nos. 96-98 and 95-185, adopted on August 1, 1996.

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

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

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

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

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

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

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

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

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

1.36 "InterLATA" is As Defined in the Act.

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

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

1.37A "IntraMTA Traffic" is CMRS traffic originated by a Customer of one Party on that Party's network in an MTA and terminated to a Customer of the other Party on that Party's network in the same MTA in which the call originated, regardless of the other carrier(s), if any, involved in carrying any segment of the call. IntraMTA Traffic is Local Traffic. For purposes of determining originating and terminating points of a call on Sygnet's network under this

Agreement, Sygnet will use the originating or terminating cell site locations as the point of call origination and termination, respectively.

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

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

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

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

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

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

1.44 "Local Traffic" means IntraMTA Traffic.

1.44A "Major Trading Area" or "MTA" is as defined in 47 C.F.R. § 24.102.

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

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

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

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

1.49 "Mid-Span Meet" means an Interconnection architecture whereby two carriers' fiber transmission facilities meet at a mutually agreed-upon Interconnection point.

1.49A "Mobile Switching Center" or "MSC" means a switching facility used by a CMRS provider to terminate Customer mobile wireless services.

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

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

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

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

1.54 "Numbering Plan Area" or "NPA" is also sometimes referred to as an area code. There are two general categories of NPAs, "Geographic NPAs" and "Non-Geographic NPAs." A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code," is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 800, 900, 700, 500 and 888 are examples of Non-Geographic NPAs.

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

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

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

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

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

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

1.60 "Rating Point" or "Routing Point" means a specific geographic point identified by a specific V&H coordinate. The Rating Point is used to route inbound traffic to specified NPA-NXXs and to calculate mileage measurements for distance-sensitive transport charges for switched access services. Pursuant to Bellcore Practice BR-795-100-100, the Rating Point may be an End Office location, or a "LEC Consortium Point of Interconnection." Pursuant to that same Bellcore Practice, examples of the latter shall be designated by a common language location identifier (CLLI) code with (x)KD in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The Rating Point/Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However, the Rating Point/Routing Point

associated with each NPA-NXX need not be the same as the corresponding Rate Center Point, nor must it be located within the corresponding Rate Center Area, nor must there be a unique and separate Rating Point corresponding to each unique and separate Rate Center.

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

1.62 "Service Control Point" or "SCP" means the node in the common channel signaling network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from a service switching point and via a Signaling Transfer Point, performs subscriber or application-specific service logic, and then sends instructions back to the SSP on how to continue call processing.

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

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

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

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

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

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

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

1.69 "Telecommunications" is As Defined in the Act.

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

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

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

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

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

1.75 "Transit Traffic" means any traffic that originates from or terminates at one Party's network, "transits" the other Party's network substantially unchanged, and terminates to or originates from a third carrier's network, as the case may be. "Transit Traffic Service" provides each Party with the ability to use its connection to the other Party's network for the delivery of calls which originate or terminate with it and terminate to or originate from a third carrier. In these cases, neither the originating nor terminating Customer is a Customer of the Transit Traffic Service provider. "Transit Traffic" and "Transit Traffic Service" do not include or apply to traffic that is subject to an effective Meet-Point Billing arrangement.

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

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

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

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

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

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

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

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

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

2.0 INTERPRETATION AND CONSTRUCTION

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

2.2 Subject to the terms set forth in Section 14, each Party hereby incorporates by reference those provisions of its Tariffs that govern the provision of any of the services or facilities provided hereunder. If any provision of this Agreement and an applicable Tariff cannot be reasonably construed or interpreted to avoid conflict, the Parties agree to negotiate in good

faith to reconcile and resolve such conflict. If any provision contained in this main body of the Agreement and any Exhibit hereto cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this main body of the Agreement shall prevail. The fact that a condition, right, obligation, or other term appears in this Agreement but not in any such Tariff shall not be interpreted as, or be deemed grounds for finding, a conflict for purposes of this Section 2.

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

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

3.1 Scope

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

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

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

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

Access Toll Connecting Trunks for the transmission and routing of traffic, including untranslated InterLATA 800/888 traffic (when technically feasible) between Sygnnet's Customers and purchasers of BA's Switched Exchange Access Service via a BA Access Tandem, pursuant to Section 251(c)(2) of the Act, in accordance with Section 5 below; and

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

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

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

3.1.3 The Parties shall establish physical interconnection points at each other's available IPs. The mutually agreed-upon IPs on the Sygnet network at which Sygnet will provide for reciprocal transport and termination of traffic shall be designated as the Sygnet Interconnection Points ("X-IPs"); the mutually agreed-upon IPs on the BA network shall be designated as the BA Interconnection Points ("BA-IPs") and shall be either a BA terminating End Office or Tandem. In recognition of the large number and variety of BA-IPs available for use by Sygnet, Sygnet's ability to select from among those points to minimize the amount of transport it needs to provide or purchase, and the fewer number of X-IPs available to BA to select from for similar purposes, and as an express condition of BA's making its LSWCs available to Sygnet to deliver traffic pursuant to subsection 3.1.2 above, Sygnet shall charge BA no more than Sygnet's Tariffed non-distance sensitive entrance facility charge for the transport of traffic from a BA-IP to a X-IP. The Parties may by mutual agreement in writing establish additional interconnection points at any technically feasible points. When both Parties use two-way Interconnection trunks (it being understood that neither Party shall be obligated to use two-way trunks), Sygnet may elect to provide BA with a land to mobile factor which will be used to reduce the entrance facility and transport rates set forth in Exhibit A.

3.2 Physical Architecture

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

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

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

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

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

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

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

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

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

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

3.3 Interconnection in Additional LATAs

3.3.1 If Sygnet requires Interconnection with BA in any LATA in which it is not interconnected with BA as of the Effective Date and in which BA provides telecommunications services, Sygnet shall provide written notice to BA of the need to establish Interconnection in such LATA pursuant to this Agreement.

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

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

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

3.4 Type S Interconnection

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

3.5 Non Standard Requests

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

3.6 Mid-Span Meets

3.6.1 In addition to the foregoing methods of Interconnection, the Parties agree, upon either Party's written request, to engage in good faith negotiations concerning the feasibility of interconnecting via a Mid-Span Meet arrangement. Such request may be initiated by either Party no earlier than three (3) months after the initial Interconnection under this Agreement of the Parties' networks in the LATA for which the Mid-Span Meet is requested. Negotiations responding to Mid-Span Meet requests shall be conducted pursuant to the following schedule. The Parties may by agreement in any particular instance modify this schedule or implement it through face-to-face information exchanges.

(a) Good faith discussions shall be initiated by the Parties within thirty (30) days of such written request.

(b) The requesting Party shall provide all information necessary to design a Mid-Span Meet arrangement to the other Party within fifteen (15) days of the initiation of discussions.

In the event any additional information is reasonably necessary, the requesting Party shall provide such information within fifteen (15) days of any request therefor.

(c) The other Party shall respond to the requesting Party with either a preliminary cost and installation interval, or a technical reason that such request is technically infeasible, within thirty (30) days of receiving all necessary information from the requesting Party.

(d) The other Party shall provide to the requesting Party, within thirty (30) days of receipt of definitive authorization from the requesting Party to proceed with the request, a detailed description, cost estimate, and installation interval.

3.6.2 The establishment of any Mid-Span Meet arrangement is expressly conditioned upon the Parties' reaching prior agreement on appropriate sizing and forecasting,

equipment, ordering, provisioning, maintenance, repair, testing, augment, and compensation procedures and arrangements, and on any other arrangements necessary to implement the Mid-Span Meet arrangement. Any Mid-Span Meet arrangement requested at a third-party premises is expressly conditioned on the Parties' having sufficient capacity at the requested location to meet such request, on unrestricted 24-hour access for both Parties to the requested location, on other appropriate protections as deemed necessary by either Party, and on an appropriate commitment that such access and other arrangements may not be restricted for a reasonable period.

3.6.3 Mid-Span Meet arrangements shall be used only for the termination of Local Traffic and IntraLATA Toll Traffic unless and until such time as the Parties have agreed to appropriate compensation arrangements relating to the exchange of other types of traffic over such Mid-Span Meet, and only where facilities are available. Any agreement to access unbundled Network Elements via a Mid-Span Meet arrangement shall be conditioned on the resolution of the technical and other issues described in this subsection 4.3, resolution by the joint operations team of additional issues (such as inventory and testing procedures unique to the provision of unbundled Network Elements via a Mid-Span Meet), and, as necessary, completion of a joint operational and technical test. In addition, access to unbundled Network Elements via a Mid-Span Meet arrangement for access to such Elements, shall be limited to that which is required by the FCC Regulations, and shall be subject to full compensation of all relevant costs (as defined in the FCC Regulations) by the requesting Party to the other Party

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

4.1 Scope of Traffic

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

4.2 Trunk Group Connections and Ordering

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

GR-145-CORE (Compatibility Information)
TR-EOP-000352 (Cellular Mobile Transmission Plans), and
TR-NPL-000275 (Notes on the BOC IntraLATA Networks)

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

4.3 Additional Switching System Hierarchy and Trunking Requirements

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

4.4 Signaling

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

4.5 Measurement and Billing

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

4.5.2 Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds. All billing shall be aggregated within the categories of IntraMTA Traffic and InterMTA Traffic (including both interstate and intrastate InterMTA Traffic), and then rounded up to the next whole minute.

4.5.3 With respect to IntraMTA Traffic originating in one state and terminating outside such state, the rates applicable to such traffic shall be the rates applicable in the state in which the traffic terminates.

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

Reciprocal Compensation arrangements address the transport and termination of Local Traffic. Compensation for the transport and termination of traffic not specifically addressed in this subsection 4.6 shall be as provided elsewhere in this Agreement, or if not so provided, as required by the Tariffs of the Party transporting and/or terminating the traffic. BA's delivery of Traffic to Sygnet that originated with a third carrier is addressed in subsection 6.0. Where Sygnet delivers Traffic that originated with a third carrier to BA, except as may be set forth herein or subsequently agreed to by the Parties, Sygnet shall pay BA the same amount that such third carrier would have paid BA for termination of that Traffic at the location the Traffic is delivered to BA by Sygnet. Nothing in this Section or Section 6.1 below shall entitle or obligate either Party to receive, offer or provide INP services to the other Party except as otherwise provided in this Agreement.

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

4.6.2 The Parties shall compensate each other for transport and termination of Local Traffic in an equal and symmetrical manner at the rates provided in the Detailed Schedule of Itemized Charges (Exhibit A hereto) or, if not set forth therein, in the applicable Tariff(s) of the terminating Party, as the case may be. Until such time as the Commission adopts permanent rates consistent with the requirements of the FCC Regulations, the rates set forth in Exhibit A shall be applied as interim rates as more fully described in Exhibit A and subsection 15.1.2 below. These rates (interim and permanent) are to be applied at the X-IP for traffic delivered by BA, and at the BA-IP for traffic delivered by Sygnet. No additional charges, including port or transport charges, shall apply for the termination of Local Traffic delivered to the BA-IP or the X-IP, except as set forth in Exhibit A. When Local Traffic is terminated over the same trunks as Toll Traffic, any applicable access charges related to the Toll Traffic shall be prorated to be applied only to the Toll Traffic.

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

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

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

5.1 Scope of Traffic

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

5.2 Trunk Group Architecture and Traffic Routing

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

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

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

5.2.4 The Parties shall jointly determine which BA Access Tandem(s) will be subtended by each Sygnet. Central Office Switch. Sygnet's Central Office Switch shall subtend the BA Access Tandem that would have served the same rate center on BA's network. Alternative configurations will be discussed as part of the Joint Process.

5.3 Meet-Point Billing Arrangements

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

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

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

5.3.4 Sygnet and BA will use reasonable efforts, individually and collectively, to maintain provisions in their respective state access tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") tariff No. 4, or any successor Tariff sufficient to reflect the MPB arrangements established pursuant to this Agreement.

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

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

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

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

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

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

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

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

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

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

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

5.3.16 In the event Sygnet determines to offer Telephone Exchange Services in another LATA in which BA operates an Access Tandem Switch, BA shall permit and enable Sygnet to subtend the BA Access Tandem Switch(es) designated for the BA End Offices in the area where the Sygnet_ Rating Point(s) associated with the NPA-NXX(s) to/from which the Switched Exchange Access Services are homed. The MPB billing percentages for each new

Rating Point/BA Local Serving Wire Center combination shall be calculated according to the following formula:

$$a / (a + b) = \text{Sygnet Billing Percentage}$$

and

$$b / (a + b) = \text{BA Billing Percentage}$$

where:

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

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

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

5.4 800/888 Traffic

At such time as delivery of untranslated 800/888 traffic is technically feasible over Type 2A or 2B Trunks and provided that BA is unable directly to bill the appropriate 800/888 service provider, the following terms shall apply.

- 5.4.1 When Sygnet delivers untranslated 800/888 calls to BA for completion
 - (a) outside the MTA in which the call originated, BA shall bill Sygnet the appropriate FGD exchange access charges associated with the call; or
 - (b) inside the MTA in which the call originated, BA shall bill Sygnet the appropriate local traffic termination rate set forth in Exhibit A.

- (c) For both (a) and (b) above, if the call is delivered to an IXC, BA shall bill the IXC the appropriate BA query charge associated with the call.

6.0 TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC

6.1 Transit Traffic Service

6.1.1 To the extent it does not have such arrangements in effect as of the Effective Date, Sygnet shall exercise all reasonable efforts to enter into a reciprocal local traffic exchange arrangement (either via written agreement, including an IntraLATA Telecommunications Services Settlement Agreement ("ITORP Agreement"), or mutual tariffs) with any other wireless carrier, ITC, CLEC, or other LEC to which it sends, or from which it receives, Local Traffic that transits BA facilities over Type 1 Line Side Facilities or Type 2 A Trunks. BA shall not be obligated to collect Sygnet's termination charges from any other wireless carrier, ITC, CLEC, or other LEC with whom Sygnet has not entered into a reciprocal local traffic exchange arrangement as provided above. If Sygnet fails to enter into such an arrangement following the Effective Date and to provide written notification of such Agreement, including the relevant rates therein, to BA, but continues to utilize BA's Transit Traffic Service for the exchange of local traffic with such wireless carrier, ITC, CLEC, or other LEC, Sygnet shall, in addition to paying the rate set forth in Exhibit A for said Transit Traffic Service, pay BA any charges or costs such terminating third party carrier imposes or levies on BA for the delivery or termination of such Traffic, including any switched access charges, plus all reasonable expenses incurred by BA in delivering or terminating such Traffic and/or resulting from Sygnet's failure to secure said reciprocal local traffic exchange arrangement. BA will, upon request, provide Sygnet with all reasonable cooperation and assistance in obtaining such arrangements. The Parties agree to work cooperatively in appropriate industry fora to promote the adoption of reasonable industry guidelines relating to Transit Traffic.

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

6.1.3 Transit Traffic shall be routed over the Type 1 Line Side Facilities or Type 2 A Trunks described in Section 3 above.

6.2 911/E911 Arrangements

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

7.0 NUMBER RESOURCES, RATE CENTERS AND RATING POINTS

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

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

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

7.4 Sygnet will also designate a Routing Point for each assigned NXX code. Sygnet shall designate one location for each Rate Center Area as the Routing Point for the NPA-NXXs associated with that Area, and such Routing Point shall be within the same LATA as the Rate Center Area but not necessarily within the Rate Center Area itself. As mandated by the Commission, Rate Center Areas may be different for each Party.

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

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

8.0 NETWORK MAINTENANCE AND MANAGEMENT; OUTAGES

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

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

8.3 Test Lines

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

8.4 Interference or Impairment

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

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

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

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

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

8.5 Repeated or Willful Noncompliance

Each Party shall provide written notice to the other Party of that Party's repeated or willful violation of and/or a refusal to comply with this Agreement. If the Party receiving such notice has not cured the violation of or refuses to comply with the Agreement within thirty (30) days, the other Party may discontinue the Interconnection provided hereunder. The Party discontinuing will notify the appropriate federal and/or state regulatory bodies concurrently with the notice to the other Party of the prospective discontinuance.

8.6 Outage Repair Standard

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

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

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

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

9.1 Joint Network Reconfiguration and Grooming Process

In order to complete traffic to end offices that do not subtend the tandem(s) with which Sygnet is currently interconnected, upon 30 days written notice from either Party, Sygnet and BA shall meet to begin to develop a grooming process (the "Joint Process") which shall define in detail how and when new trunks shall be established for delivering traffic to alternate tandem(s) within the same LATA. The "Joint Process" shall also define how and when any existing trunks, which may need to be disconnected as a result of the establishment of the new routing arrangement, are

to be treated. Each Party will waive the non-recurring charges associated with these changes that may apply to the other Party. Each Party shall be responsible for all other expenses it incurs in connection with this implementation.

9.2 Installation, Maintenance, Testing and Repair

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

10.0 FORECASTING REQUIREMENTS FOR TRUNK PROVISIONING

10.1 Sygnet shall furnish to BA trunking forecast requirements at least once per calendar year for both inbound (from BA) and outbound (from Sygnet) traffic. This forecast will provide the amount of traffic to be delivered to BA over each of the Traffic Exchange Trunk groups. All forecasts shall include Access Carrier Terminal Location (ACTL), traffic type (local/toll, operator services, 911, etc.) code (identifies trunk group), A location/Z location (CLLI codes for X-IPs and BA-IPs), interface type (e.g., DS-1), and trunks in service each year (cumulative).

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

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

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

11.1 Availability of Network Elements on an Unbundled Basis

11.1.1 BA shall, upon request of Sygnet and to the extent technically feasible, provide to Sygnet access to its Network Elements on an unbundled basis for the provision of Sygnet's Telecommunications Service. Any request by Sygnet for access to an BA Network Element that is not already available shall be treated as a Network Element Bona Fide Request. Sygnet shall provide BA access to its Network Elements as mutually agreed by the Parties or as required by the Commission or FCC.

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

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

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

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

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

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

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

13.0 DATABASES AND SIGNALING

13.1 Upon request, each Party shall provide the other Party with access to its databases and associated signaling necessary for call routing and completion by providing SS7 signaling utilizing Type S Interconnection, and Interconnection and access to 800/888 databases, LIDB, and any other necessary databases in accordance with existing Tariffs and/or agreements with other unaffiliated carriers, as set forth in the Exhibit A. Alternatively, either Party may secure CCS Interconnection from a commercial SS7 hub provider, and in that case the other Party will permit the purchasing Party to access the same databases as would have been accessible if the purchasing Party had connected directly to the other Party's CCS network.

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

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

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

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

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

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

14.0 DIRECTORY SERVICES ARRANGEMENTS

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

14.1 Directory Assistance (DA)

14.1.1 Upon request, BA will provide Sygnet with directory assistance, connect request, and/or call completion services substantially in accordance with the terms set forth in the form Directory Assistance and Call Completion Services Agreement which, when required, will be appended as an exhibit hereto.

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

15.0 COORDINATION WITH TARIFF TERMS

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

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

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

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

16.0 INSURANCE

16.1 Sygnet shall maintain, during the term of this Agreement, all insurance and/or bonds required by law and necessary to satisfy its obligations under this Agreement, including, without limitation, its obligations set forth in Section 20 hereof. At a minimum and without limiting the foregoing covenant, Sygnet shall maintain the following insurance:

- (a) Commercial General Liability Insurance, on an occurrence basis, including but not limited to, premises-operations, broad form property damage, products/completed operations, contractual liability, independent contractors, and personal injury, with limits of at least \$1,000,000 combined single limit for each occurrence.
- (b) Automobile Liability, Comprehensive Form, with limits of at least \$500,000 combined single limit for each occurrence.

- (c) Excess Liability, in the umbrella form, with limits of at least \$15,000,000 combined single limit for each occurrence.
- (d) Worker's Compensation Insurance as required by law and Employer's Liability Insurance with limits of not less than \$1,000,000 per occurrence.

16.2 Sygnet shall name BA as an additional insured on the foregoing insurance. Sygnet agrees that Sygnet's insurer(s) and anyone claiming by, through, under or on behalf of Sygnet, shall have no claim, right of action, or right of subrogation, against BA, BA's affiliated companies, or the directors, officers or employees of BA or BA's affiliated companies, based on any loss or liability insurable under the foregoing insurance.

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

16.4 In View of the current long standing interconnection relationship between the parties, Sygnet may provide BA a written summary of its insurance coverage with respect to each of the forms of coverage stated above. BA in its reasonable discretion may accept this in lieu of the above stipulated conditions. Sygnet acknowledges that BA is self-insured and accepts this as sufficient reciprocal coverage.

17.0 TERM AND TERMINATION

17.1 This Agreement shall be effective as of the Effective Date above and continue in effect until March 31, 1998 (the "Initial Term"), and thereafter the Agreement shall continue in force and effect unless and until terminated as provided herein. Upon the expiration of the Initial Term, either Party may terminate this Agreement by providing at least ninety (90) days advance written notice of termination to the other Party. In the event of such termination, those service arrangements made available under this Agreement and existing at the time of termination shall continue without interruption under (a) a new agreement executed by the Parties, (b) standard Interconnection terms and conditions approved and made generally effective by the Commission, (c) Tariff terms and conditions generally available to CMRS Providers and/or CLECs, or (d) if none of the above is available, under the terms of this Agreement on a month-to-month basis until such time as (a), (b), or (c) becomes available.

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

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

18.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

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

19.0 CANCELLATION CHARGES

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

20.0 INDEMNIFICATION

20.1 Each Party agrees to release, indemnify, defend and hold harmless the other Party from and against all losses, claims, demands, damages, expenses, suits or other actions, or any liability whatsoever, including, but not limited to, costs and attorneys' fees (collectively, a "Loss"), (a) whether suffered, made, instituted, or asserted by any other party or person relating

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

20.2 The indemnification provided herein shall be conditioned upon:

- (a) The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification.
- (b) The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at its sole cost and expense.
- (c) In no event shall the indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the indemnified Party, which consent shall not be unreasonably withheld.
- (d) The indemnified Party shall, in all cases, assert any and all provisions in its Tariffs that limit liability to third parties as a bar to any recovery by the third party claimant in excess of such limitation of liability.
- (e) The indemnified Party shall offer the indemnifying Party all reasonable cooperation and assistance in the defense of any such action.

21.0 LIMITATION OF LIABILITY

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

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

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

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

22.0 COMPLIANCE WITH LAWS; REGULATORY APPROVAL

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

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

22.3 The Parties recognize that the FCC has issued the regulations implementing Sections 251, 252, and 271 of the Act that affect certain terms contained in this Agreement and that certain of those regulations have been stayed. In the event that any one or more of the provisions contained herein is inconsistent with any such effective FCC Regulations, the Parties agree that this Agreement may be amended to make only the minimum revisions necessary to

eliminate the inconsistency. Such minimum changes to conform this Agreement to the effective FCC Regulations shall not be considered material, and shall not require further Commission approval (beyond any Commission approval required under Section 252(e) of the Act). If Section 51.701 of the FCC's rules is modified or eliminated, the Parties agree to renegotiate Paragraphs 1.36A, 1.37A and 1.44A of this Agreement to redefine the scope of Local Traffic and Toll Traffic under this Agreement.

22.4 In the event any Applicable Laws other than the effective FCC Regulations requires modification of any material term(s) contained in this Agreement, either Party may require a renegotiation of the term(s) that require direct modification as well as of any term(s) that are reasonably affected thereby. If neither Party requests a renegotiation or if any Applicable Laws require modification of any non-material terms(s), then the Parties agree to make only the minimum modifications necessary, and the remaining provisions of this Agreement shall remain in full force and effect. For purposes of this subsection 22.4 and without limitation the material nature of any other modifications required by Applicable Laws, the Parties agree that any modification required by Applicable Laws (i) to the two-tier Reciprocal Call Termination compensation structure for the transport and termination of Local Traffic described in Exhibit A, or (ii) that affects either Party's receipt of reciprocal compensation for the transport and termination of Local Traffic, shall be deemed to be a modification of a material term that requires immediate good faith renegotiation between the Parties. Until such renegotiation results in a new agreement or an amendment to this Agreement between the Parties, the Parties agree that (y) in the case of (i) above, they will pay each other applicable transport charges in addition to the applicable call termination charge for Local Traffic that it delivers to the other Party's Local Serving Wire Center, provided each Party continues to offer the option of delivering Local Traffic to another IP in the LATA at the usual call termination charge only, and (z) in the case of (ii) above, the Party whose receipt of reciprocal compensation is affected shall not be obligated to pay the other Party reciprocal compensation for the other Party's transport and termination of the same kind of Local Traffic delivered by the affected Party in excess of what the affected Party is permitted to receive and retain.

23.0 MISCELLANEOUS

23.1 Authorization

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

23.1.2 Sygnet is a corporation duly organized, validly existing and in good standing under the laws of the state of Ohio and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

23.2 Independent Contractor

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

23.3 Force Majeure

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

23.4 Confidentiality

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

"Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party.

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

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

- (a) was, at the time of receipt, already known to the receiving Party free of any obligation to keep it confidential as evidenced by written records prepared prior to delivery by the disclosing Party; or
- (b) is or becomes publicly known through no wrongful act of the receiving Party; or
- (c) is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or
- (d) is independently developed by an employee, agent, or contractor of the receiving Party that is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the Proprietary Information; or
- (e) is approved for release by written authorization of the disclosing Party; or
- (f) is required to be made public by the receiving Party pursuant to applicable law or regulation, provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.

23.4.4 Upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic or otherwise, except that the receiving Party may retain one copy for archival purposes only.

23.4.5 Notwithstanding any other provision of this Agreement, the provisions of this subsection 23.4 shall apply to all Proprietary Information furnished by either Party to the

other in furtherance of the purpose of this Agreement, even if furnished before the Effective Date.

23.5 Choice of Law

The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the state in which this Agreement is to be performed, except for its conflicts of laws provisions. In addition, insofar as and to the extent federal law may apply, federal law will control.

23.6 Taxes

23.6.1 In General

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

23.6.2 Taxes Imposed on the Providing Party

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

23.6.3 Taxes Imposed on Customers

With respect to any purchase hereunder of services, facilities or arrangements that are resold to a third party, if any federal, state or local Tax is imposed by Applicable Law on the subscriber, end-user, Customer or ultimate consumer ("Subscriber") in connection with any such

purchase, which a Telecommunications Company is required to impose and/or collect from a Subscriber, then the purchasing Party (i) shall be required to impose and/or collect such Tax from the Subscriber and (ii) shall timely remit such Tax to the applicable taxing authority.

23.6.4 Liability for Uncollected Tax, Interest and Penalty

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

23.6.5 Tax Exemptions and Exemption Certificates

If Applicable Law clearly exempts a purchase hereunder from a Tax, and if such Law also provides an exemption procedure, such as an exemption-certificate requirement, then,

if the purchasing Party complies with such procedure, the providing Party shall not collect such Tax during the effective period of such exemption. Such exemption shall be effective upon receipt of the exemption certificate or affidavit in accordance with the terms set forth in subsection 23.6.6. If Applicable Law clearly exempts a purchase hereunder from a Tax, but does not also provide an exemption procedure, then the providing Party shall not collect such Tax if the purchasing Party (i) furnishes the providing Party with a letter signed by an officer requesting such an exemption and citing the provision in the Law which clearly allows such exemption and (ii) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party (e.g., an agreement commonly used in the industry), which holds the providing Party harmless on an after-tax basis with respect to its forbearing to collect such Tax.

23.6.6 Notices for Purposes of this Subsection 23.6

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

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

To Sygnet: Sandy Rossetti
Sygnet Communications, Inc.
6550-B Seville Drive
Canfield Ohio, 44406

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

23.7 Assignment

Either Party may, with the other Party's prior written consent, assign this Agreement or any of its rights or obligations hereunder to a third party, including, without limitation its parent or other affiliate, which consent shall not be unreasonably withheld upon the provision of reasonable evidence by the proposed assignee that it has the resources, ability, and authority to

provide satisfactory performance under this Agreement. Any assignment or delegation in violation of this subsection 23.7 shall be void and ineffective and constitute a default of this Agreement.

23.8 Billing and Payment; Disputed Amounts

23.8.1 Except as may otherwise be provided in this Agreement, each Party shall submit on a monthly basis an itemized statement of charges incurred by the other Party during the preceding month(s) for services rendered hereunder. Payment of billed amounts under this Agreement, whether billed on a monthly basis or as otherwise provided herein, shall be due, in immediately available U.S. funds, within thirty (30) days of the date of such statement.

23.8.2 Although it is the intent of both Parties to submit timely and accurate statements of charges, failure by either Party to present statements to the other Party in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, and the billed Party shall not be entitled to dispute the billing Party's statement(s) based on such Party's failure to submit them in a timely fashion.

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

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

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

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

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

23.9 Dispute Resolution

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

23.10 Notices

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

To Sygnet:

Sandy Rossetti
Sygnet Communications, Inc.
6550-B Seville Drive
Canfield Ohio, 44406

To Bell Atlantic:

Director - Wireless Interconnection Services

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

with a copy to:

Vice President and General Counsel
Bell Atlantic - Pennsylvania, Inc.
1717 Arch Street
32nd Floor
Philadelphia, PA 19103

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

23.11 Section 252(i) Obligations

23.11.1 Upon request of Sygnet and to the extent required under Applicable Law, BA shall make available without unreasonable delay to Sygnet any individual interconnection, service or network element upon the same rates, terms and conditions as those contained in any agreement to which it is a party that is approved by the Commission or the FCC pursuant to Section 252 of the Act (an "Approved Agreement"). Upon request of Sygnet BA will negotiate in good faith to make available any additional interconnection, service or network element not provided for in this Agreement upon the same rates, terms and conditions as those in any Approved Agreement. The Parties understand and agree that Approved Agreements on file with the Commission are available to the public pursuant to Section 251 of the Act.

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

23.11.3 The Party electing to exercise such option shall do so by delivering written notice to the first Party. Upon receipt of said notice by the first Party, the Parties shall amend this Agreement to provide the same rates, terms and conditions to the notifying Party for

the remaining term of this Agreement; provided, however, that the Party exercising its option under this subsection 23.11 must continue to provide the same services or arrangements to the first Party as required by this Agreement, subject either to the rates, terms, and conditions applicable to the first Party in its agreement with the third party or to the rates, terms, and conditions of this Agreement, whichever is more favorable to the first Party in its sole determination.

23.12 Joint Work Product

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

23.13 No Third Party Beneficiaries; Disclaimer of Agency

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

23.14 No License

23.14.1 Nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trademark, trade name, trade secret or any other proprietary or intellectual property now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

23.14.2 Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its customers based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision of any facilities by either Party under this Agreement, alone or in combination with that of the

other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party third party. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.

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

23.15 Technology Upgrades

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

23.16 Survival

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

23.17 Entire Agreement

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

23.18 Counterparts

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

23.19 Modification, Amendment, Supplement, or Waiver

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

23.20 Successors and Assigns

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

23.21 Publicity

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

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

SYGNET COMMUNICATIONS, INC.

BELL ATLANTIC - PENNSYLVANIA, INC

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

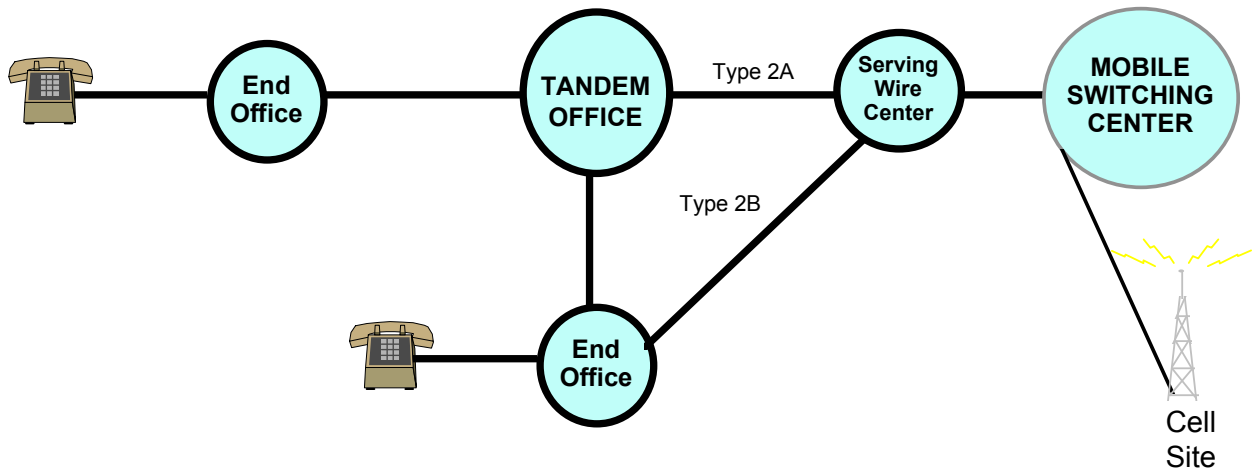
DATE: _____

DATE: _____

Schedule 3.2

Physical Architecture

CMRS TYPE 2A/B INTERCONNECTION



Schedule 3.4

Type S Interconnection

1. DEFINITIONS:

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

2. AVAILABILITY OF SERVICE:

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

3. TYPE S INTERCONNECTION FACILITIES:

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

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

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

4. NETWORK SPECIFICATIONS:

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

Particular Conditions of Section 12 of this Agreement shall apply and be supplemented with technical references TR-TSV-00905 Common Channel Signaling Network Interface Specification Supporting Network Interconnection, Message Transfer Part, and Integrated Services Digital Network User Part, and Bell Atlantic complementary BA-905 CCS/SS7 Cellular Interface Specifications, and TA-NWT-001434-CCS Network Interface Specification ("CNIS") supporting wireless services providers.

5. PROVISION OF FACILITIES:

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

6. CHARGES FOR TYPE S INTERCONNECTION SERVICE:

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

TCAP Charges

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

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

Interexchange Carrier (IXC) Interchange of SS7 Messages

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

7. PROPRIETARY INFORMATION:

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

8. PROVISION OF INFORMATION:

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

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

SCHEDULE 5.3

RATE ELEMENTS UNDER MEET POINT BILLING

Interstate Access - Terminating to or originating from Customers

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

Intrastate Access - Terminating to or originating from Customers

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

BELL ATLANTIC-PENNSYLVANIA, INC. AND SYGNET COMMUNICATIONS, INC.

DETAILED SCHEDULE OF ITEMIZED CHARGES¹

A. BA Services, Facilities, and Arrangements:

	<u>BA Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
1.a.	Entrance facilities, and transport, as appropriate, for Interconnection at BA End Office, Tandem Office, Serving Wire Center, or other Point of Interconnection	Per interstate [BA FCC #1 sec. 6.9.1.] and intrastate [BA-PA PUC 302 sec. 6.9.2] access tariffs for Feature Group D service	
1.b.	Collocation and related services for Interconnection at BA End Office, Tandem Office, or Serving Wire Center	Per interstate [BA FCC 1 sec. 19] and intrastate [BA PA PUC 302 sec. 16] access tariffs	
1.c.	Transit arrangements (for Interconnection between Sygnet and carriers other than BA)	Per tariffs cited in sections 1.a. and 1.b. above, as applicable; separate trunks required for the IXC subtending trunks	Per interstate [BA FCC 1 sec. 6.9.1.B] and intrastate [BA-PA PUC 302 sec. 6.9.2.B] for tandem switching and tandem switched transport, as applicable Illustrative: Interstate, intrastate tandem switching \$.000983/mou, tandem switched transport; \$.000195/mou plus \$.000045/mou/mile
1.d.	911 Interconnection	Per intrastate tariff BA-PA PUC 1.2.C, 216 and 304.	

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

All rates set forth herein, as applied to wholesale discount of retail Telecommunications Services, unbundled Network Elements or call transport and/or termination of Local Traffic purchased for the provision of Telephone Exchange Service or Exchange Access, shall be interim rates. These interim rates shall be replaced on a prospective basis by permanent rates (applicable to unbundled Network Elements or call transport and/or termination of Local Traffic purchased for the provision of Telephone Exchange Service or Exchange Access) as may be approved by the Commission in MFS III (Docket A310203F0002 et al.) or such proceeding as the Commission may deem appropriate and, if appealed, as may be ordered at the conclusion of such appeal. At such time as such permanent rates have been approved by the Commission, the Parties shall append to this Exhibit an Exhibit AA, setting forth such rates, which Exhibit AA the Parties shall update periodically as necessary.

	<u>BA Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
1.e.	Directory assistance interconnection	Intrastate per BA-PA PUC 302 sec. 9.6.B (transport) Interstate per BA FCC 1 sec. 9.6.B	Intrastate per BA-PA PUC 302 sec. 9.6.B; Interstate per BA FCC 1 sec. 9.6.B
2.	Unbundled elements	Available as listed herein and in interstate and intrastate tariffs, and pursuant to Section 11 of the Agreement	
3.	Poles, ducts, conduits, ROW	Per contract rates pursuant to 47 U.S.C. sec. 224	
4.	Special construction charges	As applicable per BA-PA PUC 1 sec. 9	
5.a.	Trunk Side local transport DS-1 transport	Per interstate [BA FCC 1 sec. 6.9.1.C] and intrastate [BA-PA PUC 302 sec. 6.9.2.C] tariffs	
5.b.	DS-3 transport	Tariff reference see 5.a. above.	
5.c.	Mid-span meet arrangements	To be charged in accordance with the requirements of Section 3.6 of the Agreement	
6.a.	Directory assistance	Per separate contract; branding available Directory transport per section 1.e. above	
6.b.	Operator call completion	Per separate contract; branding available	
7.a.	Change NXX code rate center	\$ 1,753.65	
7.b.	Access to telephone numbers (NXX codes issued per ICCF Code Administration Guidelines)*	No charge	
8.a.	SS7 Interconnection	Per interstate [BA FCC 1 sec. 6.9.1.G] and intrastate [BA-PA PUC 302 sec. 6.9.2.C] tariffs	Per interstate [BA FCC 1 sec. 6.9.1.L] and intrastate [BA-PA PUC sec. 6.9.2.I] tariffs
8.b.	LIDB Interconnection	Per tariff [BA FCC 1 sec. 6.9.1M]	Per tariff [BA FCC 1 sec. 6.9.1M]
8.c.	800/888 data base Interconnection	No separate charge (included in FGD trunk and STP links)	Per interstate [BA FCC 1 sec. 6.9.1.N], and intrastate [BA-PA PUC 302 sec. 6.9.2.J] tariffs
9.a.	Reciprocal call termination Local Traffic delivered to Bell Atlantic Interconnection Point*		End Office: \$.003/mou Tandem: \$.005/mou

	<u>BA Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
			Charged in accordance with note 2 below
10.	Access charges for termination of intrastate and interstate Toll Traffic		Per interstate and intrastate access tariffs (charged in conjunction with Local Traffic, using CLUP and PIU, as appropriate)

B. Sygnet Services, Facilities, and Arrangements:

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

2 **LOCAL TRAFFIC TERMINATION RATES:**

A. Charges by BA

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

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

B. Charges by Sygnet

1. Single-tiered interconnection structure:

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

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

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

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

Sygnet Charge at the X-IP =

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

For the first year after the Effective Date, the Sygnet charge shall be calculated based on the traffic data of the quarter immediately preceding such Effective Date.

2. Multiple-tiered interconnection structure (if offered by Sygnet to any carrier)
 - (a) Local Traffic delivered to Sygnet LSWC or Sygnet Access Tandem: \$.005
 - (b) Local Traffic delivered to terminating Sygnet End Office/node: \$.003

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

EXHIBIT B

NETWORK ELEMENT BONA FIDE REQUEST

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

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

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

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

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

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

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

8. As soon as feasible, but not more than ninety (90) days after its receipt of authorization to proceed with developing the requested Network Element, the receiving Party shall provide to the requesting Party a Network Element Bona Fide Request quote which will include, at a minimum, a description of each Network Element, the availability, the applicable rates and the installation intervals.

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

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

APPENDIX A

**VERIZON PENNSYLVANIA AND AMC
V1.3**

A. VZ SERVICES, FACILITIES, AND ARRANGEMENTS:¹

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
I. Reciprocal Compensation Traffic Termination		
Traffic Delivered at VZ End Office	\$.001723/MOU	Not Applicable
Traffic Delivered at VZ Tandem	\$.002814/MOU	Not Applicable
II. Transport		
A. Entrance Facilities, Direct Trunk Transport, Multiplexing	As applicable per VZ tariff F.C.C. No.1, section 6 and VZ-PA PUC 302 section 6	As applicable per VZ tariff F.C.C. No.1, section 6 and VZ-PA PUC 302 section 6
B. Tandem Transit arrangements for Reciprocal Compensation Traffic between AMC and carriers other than VERIZON that subtend a VERIZON Tandem Switch. (Not applicable to Toll Traffic when Meet Point Billing Arrangement applies)		
Tandem Switching	As applicable per VZ tariff F.C.C. No.1, section 6 and VZ-PA PUC 302 section 6	Not Applicable
Switched Transport	As applicable per VZ tariff F.C.C. No.1, section 6 and VZ-PA PUC 302 section 6	Not Applicable
III. Time and Materials		
Special Construction	As applicable per VZ-PA PUC 1 sec. 9	
IV. Signaling and Databases		
A. Type S/SS7 Interconnection STP Port Termination STP Access	As applicable per VZ tariff F.C.C. No.1, section 6.9 and VZ-PA PUC 302 section 6.9	

¹ Unless a citation is provided to a generally applicable VZ Tariff, all listed rates and services are available only to AMC when purchasing these services for use in the provision of Commercial Mobile Radio Service or Telephone Exchange Service, and apply only to Reciprocal Compensation Traffic and local Ancillary Traffic. VZ rates and services for use by AMC in the carriage of Toll or InterMTA Traffic shall be subject to VZ's Tariffs for Exchange Access Service. Adherence to these limitations is subject to a reasonable periodic audit by VZ.

The charges for Reciprocal Compensation Traffic Termination set forth in this Appendix A shall apply until such time as they are replaced prospectively by new rates as may be approved or allowed into effect by the Commission from time to time pursuant to the FCC Regulations, subject to a stay or other order issued by any court of competent jurisdiction. The rates and charges set forth in Appendix A shall apply until such time as they are replaced by new rates as may be approved or allowed into effect by the Commission, from time to time pursuant to the FCC Regulations, subject to stay or other order issued by any court of competent jurisdiction.

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
V. Directory Listings		
Primary Listing	TBD	TBD
Other Tariffed Listing Services (For listings ordered in excess of the primary listings provided or other listing types, or listings ordered at a time other than initial UNE service order, or listings ordered not associated with a UNE service order.)	Per VZ PA Tariff No. 1 sec. 5.B.	
VI. Directory Assistance	Per VZ-PA P.U.C. No. 302 Section 9.6	
VII. Directory Assistance Transport	Per VZ-PA P.U.C. No. 302 Section 9.6	
VIII. Exchange Access Service		
Interstate	Per VZ-FCC tariff number 1	
Intrastate	Per VZ-PA P.U.C. tariff No. 302	
IX. 911/E911		
Transport		Per section II above.
Data Entry and Maintenance		No Charge
X. Access to Telephone Numbers (NXX codes issued per ICCF Code Administration Guidelines)		No Charge
XI. Local Dialing Parity		No Charge
XII. NXX. Rate Center Charge		\$1753.65
XIII. Intrastate Collocation	As Applicable Per Verizon PA PUC No. 218 as amended from time to time	

B. AMC SERVICES, FACILITIES, AND ARRANGEMENTS:

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
I. Reciprocal Compensation Traffic Termination		
Traffic Delivered at AMC End Office	\$.001723/MOU	Not Applicable
Traffic Delivered at AMC Tandem	\$.002814/MOU	Not Applicable
II. Exchange Access Service		
Interstate	Per AMC FCC exchange access Tariff, not to exceed VZ's rates for equivalent services available to AMC	
Intrastate	Per AMC PA exchange access Tariff, not to exceed VZ's rates for equivalent services available to AMC	

AMENDMENT NO. 1

to the

INTERCONNECTION AGREEMENT

between

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

and

SYGNET COMMUNICATIONS, INC.

FOR PENNSYLVANIA

This Amendment No. 1 (this "Amendment") is effective June 14, 2001 ("Amendment Effective Date"), by and between Verizon Pennsylvania Inc., f/k/a Bell Atlantic – Pennsylvania, Inc.), a Pennsylvania corporation ("Verizon"), and Sygnet Communications, Inc., an Ohio corporation ("Sygnet"). (Verizon and Sygnet may hereinafter be referred to, each individually, as a "Party," and, collectively, as the "Parties").

WITNESSETH:

WHEREAS, Verizon and Sygnet are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934 (the "Act"), which was effective December 30, 1997 (the "Agreement"); and

WHEREAS, on April 18, 2001, in the Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68 ("Order"), the Federal Communications Commission affirmed its prior determination that Internet traffic is not subject to reciprocal compensation under Section 251(b)(5) of the Act, but exercised its authority under Section 201 of the Act to establish a transitional plan for intercarrier compensation for Internet traffic; and

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

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

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

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

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

1.1.1 Rates.

- 1.1.1.1 The reciprocal compensation rates that shall apply pursuant to Section 251(b)(5) of the Act and Section 4.6 of the Agreement for the transport and termination of Local Traffic that has been delivered to the terminating Party, shall be the reciprocal compensation rates set out in Attachment 1.
- 1.1.1.2 The rates provided for in Section 1.1.1.1 above shall replace and apply in lieu of the rates for "Local Call Termination" set out in Exhibit A, Sections A.9.a and B.1.a, and Note 2, of the Agreement (which Sections and Note are deleted from the Agreement).
- 1.1.1.3 The reciprocal compensation rates provided for in Section 1.1.1.1 above shall apply in a symmetrical manner.
- 1.1.1.4 The reciprocal compensation rates (including, but not limited to, per minute of use rates) billed by Sygnet to Verizon shall not exceed the reciprocal compensation rates (including, but not limited to, per minute of use rates) billed by Verizon to Sygnet.
- 1.1.1.5 The rates provided for in Section 1.1.1.1 above shall apply until such time as they are replaced prospectively by new rates as may be approved or allowed into effect from time to time by the Commission pursuant to FCC orders and the FCC Regulations, or by the FCC, subject to a stay or other order issued by any court of competent jurisdiction.

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

2. Termination. If the Order is stayed, vacated or modified, in whole or in part, by the FCC or another governmental entity of competent jurisdiction, each Party shall have the right to terminate this Amendment by written notice to the other Party. The termination shall be effective upon receipt of the notice of termination by the other Party. In the event of such termination of this Amendment, the language of the Agreement, on a prospective basis, effective with the effective date of the termination, shall revert to the language of the Agreement (including any other amendments to the Agreement entered into by the Parties on, before or after the Amendment Effective Date) as it would have existed if this Amendment had not been entered into by the Parties. The provisions of this Section 2 shall be in addition to and not in limitation of any other provisions of the Agreement (including, but not limited to, Section 22, “Compliance with Laws; Regulatory Approval”) that might apply if the Order is stayed, vacated or modified.

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

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

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

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

Sygnnet Communications, Inc.

Verizon Pennsylvania Inc.
f/k/a Bell Atlantic Pennsylvania, Inc.

By: _____

By: _____

Printed: _____

Printed: Jeffrey A. Masoner

Title: _____

Title: Vice-President - Interconnection Services Policy & Planning

ATTACHMENT 1

A. VERIZON SERVICES, FACILITIES, AND ARRANGEMENTS:

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

¹ The charges for Local Traffic Termination set out in this Section A.I, "Local Traffic Termination," are adopted pursuant to Paragraphs 89 through 94 of the FCC's Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68 (4/18/01). The dates shown in this schedule are not intended to modify the Term of the Agreement or to affect either Party's right to exercise any right of termination it may have under the Agreement.

B. SYGNET SERVICES, FACILITIES, AND ARRANGEMENTS:

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
I. Local Traffic Termination²		
Local Traffic Delivered at Sygnet Interconnection Point	June 14, 2001 through December 13, 2001 -- \$0.0015 per minute of use December 14, 2001 through June 13, 2003 -- \$0.0010 per minute of use June 14, 2003 and thereafter -- \$0.0007 per minute of use	Not Applicable

² The charges for Local Traffic Termination set out in this Section B.I, "Local Traffic Termination," are adopted pursuant to Paragraphs 89 through 94 of the FCC's Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68 (4/18/01). The charges for Local Traffic Termination set out in Section B.I are intended to be the same as the charges that Verizon bills to Sygnet for Local Traffic Termination set out in Section A.I. In the event of any change in the charges for Local Traffic Termination set out in Section A.I, the charges for Local Traffic Termination set out in Section B.I shall automatically change to be the same as the charges for Local Traffic Termination set out in Section A.I. The Local Traffic Termination per minute of use charge billed by Sygnet to Verizon shall not exceed the Local Traffic Termination per minute of use charge billed by Verizon to Sygnet. The dates shown in this schedule are not intended to modify the Term of the Agreement or to affect either Party's right to exercise any right of termination it may have under the Agreement.