

FILE

The Public Utilities Commission of Ohio  
TELECOMMUNICATIONS APPLICATION FORM

(Effective: 10/01/2004)

(Pursuant to Case Nos. 99-998-TP-COI and 99-663-TP-COI)

140

In the Matter of the Application of AT&T Ohio )  
for the Review of an Agreement Pursuant to Section 252 )  
of the Telecommunications Act of 1996. )

Case No. 07-707-TP-NAG

Name of Registrant(s) AT&T Ohio  
DBA(s) of Registrant(s) The Ohio Bell Telephone Company uses the name AT&T Ohio.  
Address of Registrant(s) 150 E. Gay Street, Room 4-C, Columbus, Ohio 43215  
Company Web Address www.att.com  
Regulatory Contact Person(s) Jon F. Kelly Phone (614) 223-7928 Fax: (614) 223-5955  
Regulatory Contact Person's Email Address jk2961@att.com  
Contact Person for Annual Report Mike Schaedler Phone (216) 822-8307  
Consumer Contact Information Kathy Gentile-Klein Phone (216) 822-2395  
Date June 15, 2007

Motion for protective order included with filing? ☐ Yes ☒ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: waiver(s) tolls any automatic timeframe]

Company Type (check all applicable): ☐ CTS (IXC) ☒ ILEC ☐ CLEC ☐ CMRS ☐ AOS  
☐ Other (explain)

**NOTE:** This form must accompany all applications filed by telecommunication service providers subject to the Commission's rules promulgated under Case No. 99-998-TP-COI, as well as by ILECs filing an ARB or NAG case pursuant to the guidelines established in Case No. 96-463-TP-UN. It is preferable NOT to combine different types of filings, but if you do so, you must file under the process with the longest applicable review period.

**I. Please indicate the reason for submitting this form (check one)**

- ☐ 1 (AAC) Application to Amend Certificate by a CLEC to modify Serving Area (0-day notice, 7 copies)  
☐ 2 (ABN) Abandonment of all Services  
☐ a. CLEC (90-day approval, 10 copies) ☐ b. CTS (14-day approval, 10 copies) ☐ c. ILEC (NOT automatic, 10 copies)  
☐ 3 (ACE) New Operating Authority for providers other than CMRS (30-day approval, 7 copies); for CMRS, see item No. 15 on this page.  
☐ a. Switched Local ☐ b. Non-switched local ☐ c. CTS ☐ d. Local and CTS ☐ e. Other (explain)  
☐ 4 (ACO) LEC Application to Change Ownership (30-day approval, 10 copies)  
☐ 5 (ACN) LEC Application to Change Name (30-day approval, 10 copies)  
☐ 6 (AEC) Carrier-to-Carrier Contract Amendment to an agreement approved in a NAG or ARB case (30-day approval, 7 copies)  
**NOTE: see item 25 (CTR) on page two of this form for all other contract filings.**  
☐ 7 (AMT) LEC Merger (30-day approval, 10 copies)  
☐ 8 (ARB) Application for Arbitration (see 96-463-TP-COI for applicable process, 10 copies)  
☐ 9 (ATA) Application for Tariff Amendment for Tier 1 Services, Application to Reclassify Service Among Tiers, or Change to Non-Tier Service  
☐ a. Tier 1 (and Carrier-to-Carrier tariff filings as set-forth in 95-845-TP-COI)  
☐ i. Pre-filing submittal (30-day pre-filing submittal with Staff and OCC; **Do Not Docket**, 4 copies)  
☐ ii. New End User Service which has been preceded by a 30-day pre-filing submittal with Staff for all submittals and also with OCC for Tier 1 residential services (0-day filing, 10 copies)  
☐ iii. New End User Service (NOT preceded by a 30-day filing submittal, 30-day approval, 10 copies)  
☐ iv. New Carrier-to-Carrier Service which has been preceded by a 30-day pre-filing with Staff (0-day filing, 10 copies)  
☐ v. Change in Terms and Conditions, textual revision, correction of error, etc. (30-day approval, 10 copies)  
☐ vi. Grandfather service (30-day approval, 10 copies)  
☐ vii. Initial Carrier-to-Carrier Services Tariff subsequent to ACE approval (60-day approval, 10 copies)  
☐ viii. Withdrawal of Tier 1 service must be filed as an "ATW", not an "ATA" - see item 12, below  
☐ b. Reclassification of Service Among Tiers (NOT automatic, 10 copies)  
☐ c. Textual revision with no effect on rates for non-specific or non-tier service (30-day approval, 10 copies)  
☐ 10 (ATC) Application to Transfer Certificate (30-day approval, 7 copies)  
☐ 11 (ATR) LEC Application to Conduct a Transaction Between Utilities (30-day approval, 10 copies)  
☐ 12 (ATW) Application to Withdraw a Tier 1 Service  
☐ a. CLEC (60-day approval, 10 copies) ☐ b. ILEC (NOT automatic, 10 copies)  
☐ 13 (CIO) Application for Change in Operations by Non-LEC Providers (0-day notice, 7 copies)  
☒ 14 (NAG) Negotiated Interconnection Agreement Between Carriers (0-day effective, 90-day approval, 8 copies)  
☐ 15 (RCC) For CMRS providers only to Register or to Notify of a Change in Operations (0-day notice, 7 copies)  
☐ 16 (SLF) Self-complaint Application  
☐ a. CLEC only -Tier 1 (60-day automatic, 10 copies)  
☐ b. Introduce or increase maximum price range for Non-Specific Service Charge (60-day approval, 10 copies)  
☐ 17 (UNC) Unclassified (explain) (NOT automatic, 15 copies)  
☐ 18 (ZTA) Tariff Notification Involving only Tier 2 Services  
**NOTE: Notifications do not require or imply Commission Approval.**  
☐ a. New End User Service (0-day notice, 10 copies)  
☐ b. Change in Terms and Conditions, textual revision, correction of error, etc. (0-day notice, 10 copies)  
☐ c. Withdrawal of service (0-day notice, 10 copies)  
☐ 19 Other (explain) (NOT automatic, 15 copies)

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business. Technician Date Processed 6/15/07

PUCO

2007 JUN 15 PM 2:21

RECEIVED-DOCKETING DIV

**THE FOLLOWING ARE TRF FILINGS ONLY, NOT NEW CASES (0-day notice, 3 copies)**

- ☐ 20 Introduction or Extension of Promotional Offering
- ☐ 21 New Price List Rate for Existing Service
- ☐ a. Tier 1                      ☐ b. Tier 2
- ☐ 22 Designation of Registrant's Process Agent(s)
- ☐ 23 Update to Registrant's Maps
- ☐ 24 Annual Tariff Option For Tier 2 Services - indicate which option you intend to adopt to maintain the tariff. NOTE, changing options is only permitted once per calendar year.
- ☐ Paper Tariff                      ☐ Electronic Tariff. If electronic, provide the tariff's web address: \_\_\_\_\_

**THE FOLLOWING ARE CTR FILINGS ONLY, NOT NEW CASES (0-day notice, 7 copies)**

- ☐ 25 Application to establish, revise, or cancel an end-user contract. (NOTE: see item 6 on page 1 of this form for carrier-to-carrier contract amendments)
- CTR Docket No. \_\_\_\_\_ - \_\_\_\_\_ - TP - CTR (Use same CTR number throughout calendar year)

**II. Please indicate which of the following exhibits have been filed. The numbers (corresponding to the list on page (1) and above) indicate, at a minimum, the types of cases in which the exhibit is required:**

<input type="checkbox"/>	[all]	A copy of any motion for waiver of O.A.C. rule(s) associated with this filing. NOTE: the filing of a motion for waiver tolls any automatic timeframe associated with this filing.
<input type="checkbox"/>	[3]	Completed Service Requirements Form.
<input type="checkbox"/>	[3, 9(vii)]	A copy of registrant's proposed tariffs. (Carrier-to-Carrier resale tariff also required if facilities-based)
<input type="checkbox"/>	[3]	Evidence that the registrant has notified the Ohio Department of Taxation of its intent to conduct operations as a telephone utility in the State of Ohio.
<input type="checkbox"/>	[3]	Brief description of service(s) proposed.
<input type="checkbox"/>	[3a-b,3d]	Explanation of whether applicant intends to provide <input type="checkbox"/> resold services, <input type="checkbox"/> facilities-based services, or <input type="checkbox"/> both resold and facilities-based services.
<input type="checkbox"/>	[3a-b,3d]	Explanation as to whether CLEC currently offers CTS services under separate CTS authority, and whether it will be including those services within its CLEC filing, or maintaining such CTS services under a separate affiliate.
<input type="checkbox"/>	[3a-b,3d]	Explanation of how the proposed services in the proposed market area are in the public interest.
<input type="checkbox"/>	[3a-b,3d]	Description of the proposed market area.
<input type="checkbox"/>	[3a-b,3d]	Description of the class of customers (e.g., residence, business) that the applicant intends to serve.
<input type="checkbox"/>	[3a-b,3d]	Documentation attesting to the applicant's financial viability, including the following: 1) An executive Summary describing the applicant's current financial condition, liquidity, and capital resources. Describe internally generated sources of cash and external funds available to support the applicant's operations that are the subject of this certification application. 2) Copy of financial statements (actual and pro forma income statement and a balance sheet). Indicate if financial Statements are based on a certain geographical area(s) or information in other jurisdictions 3) Documentation to support the applicant's cash and funding sources.
<input type="checkbox"/>	[3a-d]	Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering(s) and proposed service area.
<input type="checkbox"/>	[3a-d]	Documentation indicating the applicant's corporate structure and ownership.
<input type="checkbox"/>	[3a-b,3d]	Information regarding any similar operations in other states. Also, if this company has been previously certified in the State of Ohio, include that certification number.
<input type="checkbox"/>	[3a-b,3d]	Verification that the applicant will maintain local telephony records separate and apart from any other accounting records in accordance with the GAAP.
<input type="checkbox"/>	[3a-b,3d]	Verification of compliance with any affiliate transaction requirements.
<input type="checkbox"/>	[3a-b,3d]	Explanation as to whether rates are derived through (check all applicable): <input type="checkbox"/> interconnection agreement, <input type="checkbox"/> retail tariffs, or <input type="checkbox"/> resale tariffs.
<input type="checkbox"/>	[1,3a-b,3d]	Explanation as to which service areas company currently has an approved interconnection or resale agreement.
<input type="checkbox"/>	[3a-b,3d, 9a(i-iii)]	Explanation of whether applicant intends to provide Local Services which require payment in advance of Customer receiving dial tone.
<input type="checkbox"/>	[3a,3b,3d, 9a,(i-iii)]	Tariff sheet(s) listing the services and associated charges that must be paid prior to customer receiving dial tone (if applicable).
<input type="checkbox"/>	[3a-b,3d,8]	Letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for construction, interconnection, and offering of services to end users.
<input type="checkbox"/>	[3-5,7,10-11,13]	Certification from Ohio Secretary of State as to party's proper standing (domestic or foreign corporation, authorized use of fictitious name, etc.). In transfer of certificate cases, the transferee's good standing must be established.
<input type="checkbox"/>	[3-4,7,10-11,13]	List of names, addresses, and phone numbers of officers and directors, or partners.
<input type="checkbox"/>	[3]	A sample copy of the customer bill and disconnection notice the applicant plans to utilize.
<input type="checkbox"/>	[1,4,9,10-13,16-21]	Copy of superseded tariff sheet(s) & price list(s), if applicable, marked as Exhibit A.
<input type="checkbox"/>	[1,4,9,10-13,16-21]	Copy of revised tariff sheets & price lists, marked as Exhibit B.
<input type="checkbox"/>	[3]	Provide a copy of any customer application form required in order to establish residential service, if applicable.
<input type="checkbox"/>	[1-2,4-7,9,12-13,16,18-23,25]	Description of and rationale for proposed tariff changes, including a complete description of the service(s) proposed or affected. Specify for each service affected whether it is <input type="checkbox"/> business; <input type="checkbox"/> residence; or <input type="checkbox"/> both. Also indicate whether it is a <input type="checkbox"/> switched or <input type="checkbox"/> dedicated service. Include this information in either the cover letter or Exhibit C.

<input type="checkbox"/>	[1,2,4,9a(v-vi), 5,10,16,18(b-c), 20-21]	Specify which notice procedure has been/will be utilized: <input type="checkbox"/> direct mail; <input type="checkbox"/> bill insert; <input type="checkbox"/> bill notation or <input type="checkbox"/> electronic mail. NOTE: <input type="checkbox"/> Tier 1 price list increases <b>must</b> be within an approved range of rates. <input type="checkbox"/> SLF Filings – Do NOT send customer notice until it has been reviewed and approved by Commission Staff
<input type="checkbox"/>	[2,4-5,9a(v), 9b, 10,12-13,16, 18(b-c),20-21]	Copy of real time notice which has been/will be provided to customers. NOTE: SLF Filings – Do NOT send customer notice until it has been reviewed and approved by Commission Staff
<input type="checkbox"/>	[1,2,5,9a(v),11-13, 18, 21(increase only)]	Affidavit attesting that customer notice has been provided.
<input type="checkbox"/>	[2,12]	Copy of Notice which has been provided to ILEC(s).
<input type="checkbox"/>	[2,12]	Listing of Assigned (NPA) NXX's where in the LECs (NPA) NXX's would be reassigned.
<input type="checkbox"/>	[2,4,10,12-13,]	List of Ohio exchanges specifically involved or affected.
<input type="checkbox"/>	[14]	The interconnection agreement adopted by negotiation or mediation.
<input type="checkbox"/>	[15]	For commercial mobile radio service providers, a statement affirming that registrant has obtained all necessary federal authority to conduct operations being proposed, and that copies have been furnished by cellular, paging, and mobile companies to this Commission of any Form 401, 463, and / or 489 which the applicant has filed with the Federal Communications Commission.
<input type="checkbox"/>	[15]	Exhibits must include company name, address, contact person, service description, and evidence of registration with the Ohio Secretary of State.
<input type="checkbox"/>	[24]	Affidavit that total price of contract exceeds total cost of all regulated services.
<input type="checkbox"/>	[5,13]	New title sheet with proposed new company name.
<input type="checkbox"/>	[1,3,13]	For CLECs, List of Ohio Exchanges the applicant intends to serve (Use spreadsheet from: <a href="http://www.puc.state.oh.us/puco/forms/form.cfm?doc_id=357">http://www.puc.state.oh.us/puco/forms/form.cfm?doc_id=357</a> ).
<input type="checkbox"/>	[1,3a-b,3d,7, 10,13, 23]	Maps depicting the proposed serving and calling areas of the applicant.  <b>If Mirroring Large ILEC</b> exchanges for both serving area and local calling areas: • <b>Serving area</b> must be clearly reflected on an Ohio map attached to tariffs and textually described in tariffs by noting that it is reflecting a particular large ILEC/CLEC territory, and listing the involved exchanges. • <b>Local calling areas</b> must be clearly reflected on an Ohio map attached to the tariffs, and/or clearly delineated in tariffs, including a complete listing of each exchange being served and all exchanges to which local calls can be made from each of those exchanges.  <b>If Self-defining</b> serving area and/or local calling area as an area other than that of the established ILEC exchange(s): • <b>Serving Area</b> must be clearly reflected on an Ohio map attached to the tariffs, and textually described in tariffs by listing the involved exchanges. • <b>Local Calling Areas</b> must be described in the tariff through textual delineation and clear maps. Maps for self-defined <u>serving and local calling areas</u> are required to be traced on United States Geological Survey topography maps. These maps are the Standard Topographic Quadrangle maps, 7.5 minute 1:24,000.
<input type="checkbox"/>		Other information requested by the Commission staff.
<input type="checkbox"/>	[3]	Initial certification that includes Tier 2 Services, indicate which option you intend to adopt to maintain the tariff: <input type="checkbox"/> Paper Tariff <input type="checkbox"/> Electronic Tariff - If electronic, provide the web address for the tariff:

III. Registrant hereby attests to its compliance with the following requirements in the Service Requirements Form, as well as all pertinent entries and orders issued by the Commission with respect to these issues. Further, registrant hereby affirms that it will maintain with its TRF docket an up-to-date, properly marked, copy of the Service Requirements Form available for public inspection.

**MANDATORY REQUIREMENTS FOR ALL BASIC LOCAL EXCHANGE AND CTS PROVIDERS:**

- ☒ Sales tax
- ☒ Minimum Telephone Service Standards (MTSS)
- ☒ Surcharges

**MANDATORY REQUIREMENTS FOR ALL BASIC LOCAL EXCHANGE PROVIDERS:**

- ☒ 1+ IntraLATA Presubscription

**SERVICE REQUIREMENTS FOR PROVISION OF CERTAIN SERVICES (CHECK ALL APPLICABLE):**

- ☐ Discounts for Persons with Communication Disabilities and the Telecommunication Relay Service [Required if toll service provided]
- ☐ Emergency Services Calling Plan [Required if toll service provided]
- ☐ Alternative Operator Service (AOS) requirements [Required for all providing AOS (including inmate services) service]
- ☐ Limitation of Liability Language [Required for all who have tariff language that may limit their liability]
- ☐ Termination Liability Language [Required for all who have early termination liability language in their tariffs]
- ☐ Service Connection Assistance (SCA) [Required for all LECs]
- ☐ Local Number Portability and Number Pooling [Required for facilities-based LECs]
- ☐ Package Language [Required for tariffs containing packages or service bundles containing both local and toll and/or non-regulated services]

IV. List names, titles, phone numbers, and addresses of those persons authorized to respond to inquiries from the Consumer Services Department on behalf of the applicant regarding end-user complaints:

Kathy Gentile-Klein, Manager-Customer Complaints, 216/822-2395, 45 Erieview Plaza, Cleveland, Ohio 44114

V. List names, titles, phone numbers, and addresses of those persons authorized to make and/or affirm or verify filings at the Commission on behalf of the applicant:

Robert J. Wentz, Manager, 614/223-7950, Susan Drombetta, State Regulatory Advocate, 614/223-8184, Jon F. Kelly, Counsel, 614/223-7928, or Mary Ryan Fenlon, Counsel, 614/223-3302, AT&T Ohio, 150 E. Gay Street, Room 4-C, Columbus, Ohio 43215

*NOTE: An annual report is required to be filed with the Commission by each company on an annual basis. The annual report form will be sent for completion to the address and individual(s) identified in this Section unless another address or individual is so indicated.*

VI. List Name(s), DBA(s) and PUCO Certification Number(s) of any affiliates you have operating in Ohio under PUCO authority, whether Telecommunication or other. (If needed, use a separate sheet and check here: ☐)

Ameritech Advanced Data Services of Ohio, Inc., d/b/a SBC Advanced Solutions d/b/a AT&T Advanced Solutions, Inc., Cert. No. 90-5181, AT&T Communications of Ohio, Inc., Cert. No. 90-9000, Cincinnati SMSA Limited Partnership, d/b/a Cingular, Cert. No. 90-5304, McLang Cellular, LLC d/b/a Cingular, Cert. No. 90-5332, New Cingular Wireless PCS, LLC d/b/a Cingular, Cert. No. 90-5352, SBC Long Distance, LLC, d/b/a AT&T Long Distance, Cert. No. 90-6150, TCG Ohio, Inc., Cert. No. 90-9010, Wheeling Cellular Telephone Company d/b/a Cingular, Cert. No. 90-5320, BellSouth Long Distance, Inc., Cert. No. 90-5734.

**AFFIDAVIT**

***Compliance with Commission Rules and Service Standards***

I am an officer of the applicant corporation, \_\_\_\_\_, and am authorized to make this statement  
(Name of Company)  
on its behalf. I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supercede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

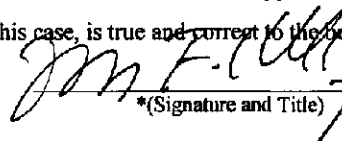
Executed on \_\_\_\_\_ at \_\_\_\_\_  
(Date) (Location)

\_\_\_\_\_  
\*(Signature and Title) (Date)

***\* This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.***

**VERIFICATION**

I, Jon F. Kelly verify that I have utilized, verbatim, the Commission's Telecommunications Application Form and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

 Counsel June 15, 2007  
\*(Signature and Title) (Date)

***\*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.***

***Send your completed Application Form, including all required attachments as well as the required number of copies, to:***

**Public Utilities Commission of Ohio**  
**Attention: Docketing Division (or to the Telecommunications Division Chief if a prefiling submittal)**  
**180 East Broad Street, Columbus, OH 43215-3793**



Jon F. Kelly  
General Attorney  
AT&T Ohio  
150 E. Gay St., Rm. 4-A  
Columbus, Ohio 43215

T: 614.223.7928  
F: 614.223.5955  
jk2961@att.com

June 15, 2007

Reneé J. Jenkins, Secretary  
Public Utilities Commission of Ohio  
180 East Broad Street, 13th Floor  
Columbus, Ohio 43215-3793

Re: AT&T Ohio/Vista PCS, LLC  
Case No. 07-707-TP-NAG

Dear Ms. Jenkins:

AT&T Ohio<sup>1</sup> submits for the Commission's review its Agreement dated June 7, 2007 with Vista PCS, LLC. The Agreement is submitted pursuant to the provisions of Section 252(e) of the Telecommunications Act of 1996 ("the Act").

Pursuant to Section 252(i) of the Act, Vista PCS, LLC has adopted the Interconnection Agreement between AT&T Ohio and Verizon Wireless dated October 28, 2001 ("the underlying Agreement"), subject to the provisions of the Agreement. The Commission approved the underlying Agreement on January 14, 2004 in Case No. 03-515-TP-ARB.

Thank you for your courtesy and assistance in this matter. Please contact me if you have any questions.

Very truly yours,

Enclosure

<sup>1</sup> The Ohio Bell Telephone Company uses the name AT&T Ohio.

**INTERCONNECTION AGREEMENT  
UNDER SECTIONS 251 AND 252  
OF THE  
TELECOMMUNICATIONS ACT OF 1996**

This Interconnection Agreement (the "MFN Agreement"), is being entered into by and between The Ohio Bell Telephone Company<sup>1</sup> (which uses the registered trade name AT&T Ohio) ("AT&T Ohio") and Vista PCS, LLC on behalf of its license-holding subsidiary Vista License Holding, LLC ("Vista PCS"), both a Delaware Limited Liability Company with their principle place of business at 2100 Electronics Lane, Fort Myers, FL 33912 ("CARRIER"), (each a "Party" and, collectively, the "Parties"), pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 ("the Act").

**RECITALS**

WHEREAS, pursuant to Section 252(i) of the Act, CARRIER has requested to adopt the Interconnection Agreement by and between AT&T Ohio and New Par, GTE Wireless of the Midwest Incorporated, Hamilton Cellular Telephone Company, Cellco Partnership, and Springfield Cellular Telephone Company, all d/b/a Verizon Wireless ("Verizon Wireless") for the State of Ohio, which was approved by the Public Utilities Commission of Ohio ("the Commission") under Section 252(e) of the Act on January 15, 2004 in Case No. 03-1515-tp-arb, including any amendments to such Agreement (the "Separate Agreement"), which is incorporated herein by reference; and

WHEREAS, based upon applicable Commission rules, this MFN Agreement is effective upon filing and is deemed approved by operation of law on the 91<sup>st</sup> day after filing; 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, CARRIER and AT&T Ohio hereby agree as follows:

**1.0 Incorporation of Recitals and Separate Agreement by Reference**

- 1.1 The foregoing Recitals are hereby incorporated into and made a part of this MFN Agreement.
- 1.2 Except as expressly stated herein, the Separate Agreement (including any and all applicable Appendices, Schedules, Exhibits, Attachments and Amendments thereto) is incorporated herein by this reference and forms an integral part of the MFN Agreement.

**2.0 Modifications to Separate Agreement**

- 2.1 References in the Separate Agreement to "CARRIER" or to "Other" shall for purposes of this MFN Agreement be deemed to refer to CARRIER.
- 2.2 References the Separate Agreement to the "Effective Date," the date of effectiveness thereof and like provisions shall, consistent with Commission practice, for purposes of this MFN Agreement (but excluding the title page and Section 25), be deemed to refer to the date this MFN Agreement is filed with the Commission (although this MFN Agreement is subject to Commission approval and will be deemed approved by operation of law on the 91<sup>st</sup> day after filing). In addition, this MFN Agreement shall expire on October 28, 2004 (the "Expiration Date"). The change in "Effective Date" within the MFN Agreement is only intended so that the Parties may meet the operation obligations of the Agreement and so it is clear that neither Party may commence operations under the MFN Agreement until after it is effective and is in no way intended to extend the MFN Agreement beyond the Expiration Date set forth above. The term "Effective Date" for purposes of Section 25 entitled "Intervening Law" shall mean the 25th day of January, 2004.

---

<sup>1</sup> The Ohio Bell Telephone Company (previously referred to as "Ohio Bell" or "SBC Ohio") now operates under the name "AT&T Ohio."

- 2.3 The Notices Section in the Separate Agreement is hereby revised to reflect that Notices should be sent to CARRIER under this MFN Agreement at the following address:

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	Elaine Critides Counsel-Interconnection, Regulatory Matters Verizon Wireless, on behalf of Vista PCS, LLC as Manager
STREET ADDRESS	1300 I Street NW Suite 400 West
CITY, STATE, ZIP CODE	Washington, DC 20005
FACSIMILE NUMBER	202-589-3756

With a copy to:

Associate Director-Contract Negotiations  
Verizon Wireless, on behalf of Vista PCS, LLC as Manager  
1120 Sanctuary Parkway  
Suite 150-Mail Code GASA51CT  
Alpharetta, GA 30004  
Facsimile Number: 770-797-1037

- 2.4 The Notices Section in the Separate Agreement is hereby revised to reflect that Notices should be sent to AT&T Ohio under this MFN Agreement at the following address:

NOTICE CONTACT	AT&T-13STATE CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard, 9 <sup>th</sup> Floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	214-464-2006

### 3.0 Reservations of Rights

- 3.1 In entering into this MFN Agreement, the Parties acknowledge and agree that neither Party waives, and each Party expressly reserves, any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in this MFN Agreement (including intervening law rights asserted by either Party via written notice as to the Separate Agreement), with respect to any orders, decisions, legislation or proceedings and any remands by the FCC, state utility commission, court, legislature or other governmental body including, without limitation, any such orders, decisions, legislation, proceedings, and remands which were issued, released or became effective prior to the Effective Date of this MFN Agreement, or which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review.
- 3.2 It is AT&T Ohio's position that this MFN Agreement (including all attachments thereto) and every interconnection, service and network element provided hereunder, is subject to all other rates, terms and conditions contained in the MFN Agreement (including all attachments/appendices thereto), and that all of such provisions are integrally related and non-severable.

IN WITNESS WHEREOF, the Parties hereto have caused this MFN Agreement to be executed as of this 7th  
day of June, 2007.

Vista PCS, LLC

The Ohio Bell Telephone Company d/b/a AT&T Ohio by  
AT&T Operations, Inc., its authorized agent

By: 

By: 

Printed: Anthony J. Melone

Printed: Rebecca L. Sparks

Title: Staff Vice President Network, Cellco Partnership,  
as Manager for Vista PCS, LLC  
(Print or Type)

Title: Executive Director - Regulatory  
(Print or Type)

Date: 6/4/07

Date: JUN 7 2007

UNE OCN# 560 E

RESALE OCN# \_\_\_\_\_

FACILITIES-BASED OCN # \_\_\_\_\_

ACNA VSP



**AMENDMENT TO**  
**Interconnection Agreement for a**  
**Wireless System Under Sections 251 and 252**  
**of the Telecommunications Act of 1996**

**Dated as of October 28, 2001**

**by and between**

**AMERITECH MICHIGAN**

**AND**

**VERIZON WIRELESS**

**by and between**

**SBC OHIO**

**AND**

**VERIZON WIRELESS**

**In the State of Ohio**

WHEREAS, New Par, a general partnership, GTE Wireless of the Midwest, Inc., Cellco Partnership, Hamilton Cellular Telephone Company, and Springfield Cellular Telephone, all d/b/a Verizon Wireless (collectively, "Carrier") filed a petition for arbitration with the Public Utilities Commission of Ohio (the "Ohio Commission") in Case No. 03-515-TP-ARB (the "Arbitration"), requesting to adopt terms of a Michigan interconnection agreement, entitled "Interconnection Agreement for a Wireless System under Sections 251 and 252 of the Telecommunications Act of 1991 dated as of October 28, 2001, by and between Ameritech Michigan and Verizon Wireless," pursuant to Paragraph 43 of the Federal Communications Commission's SBC/Ameritech Merger Condition Order dated October 8, 1999, CC Docket No. 98-141 (the "Merger Order");

WHEREAS, in the Arbitration, Carrier and The Ohio Bell Telephone Company d/b/a SBC Ohio ("SBC Ohio") disagreed what provisions were adoptable pursuant to the Merger Order from the Michigan interconnection agreement; and,

WHEREAS, the Ohio Commission issued Orders dated July 24, 2003 and November 13, 2003, in the Arbitration (the "Ohio Commission Order"); and,

WHEREAS, Carrier and SBC Ohio, without waiving their rights to appeal the Ohio Commission Order, enter this Amendment in compliance with the Ohio Commission Order.

THEREFORE, the Interconnection Agreement (the "Agreement") by and between SBC Ohio and Carrier is hereby amended as shown below.

1. The Table of Contents is amended to add the following references:

APPENDIX – WIRELESS EMERGENCY SERVICE ACCESS (E9-1-1)  
APPENDIX – APPENDIX WIRELESS COLLOCATION

2. The first paragraph following the Table of Contents is amended to read:

This Agreement, dated October 28, 2001, ("Effective Date") is by and between The Ohio Bell Telephone Company d/b/a SBC Ohio ("SBC Ohio" or "Ameritech") and New Par, a general partnership, GTE Wireless of the Midwest, Inc., Cellco Partnership, Hamilton Cellular Telephone Company, and Springfield Cellular Telephone, all d/b/a Verizon Wireless (collectively, "Carrier") for Interconnection for a Commercial Mobile Radio Service provider under Sections 251 and 252 of the Federal Telecommunications Act of 1996 (the "Act").

3. The clause "WHEREAS, SBC Ameritech is a Local Exchange Carrier in the state of Michigan;" is amended to read:

"WHEREAS, SBC Ohio is a Local Exchange Carrier in the state of Ohio;"

4. The clause "WHEREAS, Carrier, through one or more affiliates, is a Commercial Mobile Radio Service provider operating within the state of Michigan;" is amended to read:

"WHEREAS, Carrier, through one or more affiliates, is a Commercial Mobile Radio Service provider operating within the state of Ohio;"

5. The clause "WHEREAS, Ameritech and Carrier are Parties to an agreement known as the "Interconnection Agreement for a Wireless System Under Sections 251 and 252 of the Telecommunications Act of 1996" dated October 28, 1999 ("Prior Agreement") and intend this Agreement to supersede and replace the Prior Agreement" is amended to read:

"WHEREAS, SBC Ohio and Carrier are Parties to an agreement known as the "Interconnection Agreement for a Wireless System Under Sections 251 and 252 of the Telecommunications Act of 1996" dated March 30, 1999 ("Prior Agreement") and intend this Agreement to supersede and replace the Prior Agreement."

6. The definition of "Commission" in the Agreement is amended to read:

"Commission" means the Public Utilities Commission of Ohio.

7. The definition of "TSLRIC" is deleted.

8. Sections 3.2.2, 3.2.3, 3.2.4 and 3.2.9 are amended to read:

3.2.2 Facilities. Interconnection shall be accomplished through Type 2 or Type 1 Facilities. Type 1 Facilities shall be Mobile-to-Land only. Any trunk facilities used for Interconnection provided by SBC Ohio will be provided at the rates set forth in FCC Tariff No. 2, as modified by SBC Ohio's P.U.C.O. No. 20 part 21 section 2.

3.2.3 Type 2 Facilities. SBC Ohio will provide Type 2A and Type 2B Facilities, at the rates set forth in FCC Tariff No. 2, as modified by SBC Ohio's P.U.C.O. No. 20 part 21 section 2, at the Carrier's option for the purpose of interchanging calls between Customers of SBC Ohio and Customers of the Carrier.

3.2.4 Type 1 Facilities. SBC Ohio will provide Type 1 Facilities for Mobile-to-Land calls only, pursuant to rates set forth in FCC Tariff No. 2, as modified by SBC Ohio P.U.C.O. No. 20 part 21 section 2, for the purpose of interchanging calls between customers of Carrier and customers of SBC Ohio. Type 1 Facilities in the Land to Mobile direction which are in place as of the Effective Date of this Agreement may remain in place throughout the term of this Agreement, provided, however, that SBC Ohio shall not be obligated to provision additional Land to Mobile Type 1 Facilities to Carrier at any location where such facilities are not currently in place.

3.2.9 Billing. Nonrecurring and recurring rates for Type 1 and Type 2 Facilities are FCC Tariff No. 2, as modified by SBC Ohio's P.U.C.O. No. 20 part 21 section 2.

9. Section 6.8.3 is replaced with:

6.8.3 Pursuant to the procedure established in Section 6.8.2 hereof regarding the use of state specific network engineering information, state specific InterMTA traffic studies, and/or other support to establish the percentage of traffic exchanged hereunder deemed InterMTA Traffic, Carrier has provided Ameritech during the negotiation of this

Agreement with certain confidential network traffic information relating to Carrier's network architecture, including, but not limited to, information regarding the degree to which toll free services are delivered over separate facilities obtained by Carrier, the degree to which Carrier has established direct connections with other Telecommunications Carriers for its CMRS traffic in the state, and the coverage and nature of Carrier's Telecommunications services in the state. Based on such confidential network traffic information and certain other information otherwise known to Ameritech and notwithstanding the InterMTA Traffic percentage stated in Section 6.8.2, the Parties agree that the revised percentage of Carrier to Ameritech traffic exchanged hereunder deemed to be InterMTA Traffic shall be four percent (4%), which percentage shall be effective during the Initial Term and thereafter until modified as provided in Section 6.8.2

10. Sections 16.1 and 16.2 are amended to read:

16.1 SBC Ohio represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the state of Ohio, that SBC Telecommunications, Inc. has full power and authority to execute and deliver this Agreement as agent for SBC Ohio, and that SBC Ohio has full power and authority to perform its obligations hereunder.

16.2 Carrier represents and warrants that Cellco Partnership, GTE Wireless of the Midwest, Inc., Hamilton Cellular Telephone Company, New Par, and Springfield Cellular Telephone are duly organized, validly existing, and in good standing, and have full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

11. Section 21.0 is amended to read:

#### 21.0 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Ohio without reference to conflict of law provisions, except insofar as the Act or the FCC's rules and regulations may control any aspect of this Agreement.

12. Section 27.0 is amended to read:

#### 27.0 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 address of the Parties:

To Carrier:

Charon Phillips  
ATTN: Regulatory Counsel

1300 I (Eye) Street NW, Suite 400 West  
Washington, D.C. 20005  
202-589-3777  
Fax: 202-589-3750:  
Email Address: charon.phillips@verizonwireless.com

With a copy to:

John L. Clampitt  
ATTN: MTS  
2785 Mitchell Drive, MS 7-1  
Walnut Creek, CA 94598  
925-279-6266  
Fax: 925-279-6621  
Email Address: john.clampitt@verizonwireless.com

To SBC Ohio:

SBC Ohio  
Contract Administration  
ATTN: Notices Manager  
311 S. Akard St.,  
9th Floor, Four SBC Plaza  
Dallas, TX 75202-5398  
214-464-6776  
Fax: 214-464-2006

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.

13. Section 33.0 is amended to read:

### 33.0 PRIOR AGREEMENT

There is currently in effect an "Interconnection Agreement for a Wireless System Under Sections 251 and 252 of the Telecommunications Act of 1996" dated March 30, 1999, between The Ohio Bell Telephone Company d/b/a SBC Ohio and New Par, GTE Wireless of the Midwest Incorporated, Hamilton Cellular Telephone company, Cellco Partnership, and Springfield Cellular Telephone Company all d/b/a Verizon Wireless, as amended ("Prior Agreement"). The Prior Agreement shall remain in full force and effect until this Agreement is approved by the Commission, at which time the rates in this Agreement shall go into effect and the Prior Agreement shall automatically terminate and shall be superseded by this Agreement. This Agreement

shall apply to Verizon Wireless and its affiliates including the following ACNAs:  
DTC and CUM.

14. The pricing contained in Attachments is hereby amended to read as follows:

**Attachment A and B  
Cellular/PCS Appendix Pricing**

1.

**Attachment A**  
**Reciprocal Compensation Rates**

<b><u>Mobile to Land</u></b>	<b><u>Per Minute Of Use</u></b>
End Office Switching:	0.0036
Tandem Switching:	0.000623
Tandem Transport:	0.000146
	<b><u>Per Minute/Per Mile</u></b>
Tandem Transport Facility Mileage: (Distance measured from Ameritech Tandem to end office)	0.000006
<b><u>Land to Mobile</u></b>	<b><u>0.004369</u></b>
<b><u>2A Rate (Tandem plus End Office)</u></b>	<b><u>Plus the actual mileage billed for mobile to land</u></b>

**InterMTA Traffic Rate**

InterMTA Rate (to be paid per Conversation MOU to Telco by Carrier on  
applicable Carrier to Telco InterMTA calls):

\$0.004853

**Attachment B**  
**Transit Traffic Charges**

Per Minute of Use

Calls originating on Carrier's network and terminating to another Carrier's network and transiting Ameritech's network	\$0.005001
--	------------



**Attachment C**  
**Report Charges**

Type 2 Transit Traffic Report Mobile-to-Land per report, per ACNA, per State, per month	\$100.00
Additional Copy	no charge

**Attachment D**  
**Type 2 Transit Traffic Report Mobile-to-Land**

Intentionally left blank

**Attachment E**  
**High Bandwidth Shared Facility Charges**  
**(pursuant to Section 8.1.4 of the Agreement)**

Statewide rate per DS1 equivalent:

267.39

16. In entering into this MFN Agreement, the Parties acknowledge and agree that neither Party is waiving, and each Party hereby expressly reserves, any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in this MFN Agreement, with respect to any orders, decisions, legislation or proceedings and any remands by the FCC, state utility commission, court, legislature or other governmental body including, without limitation, any such orders, decisions, legislation, proceedings, and remands which were issued, released or became effective prior to the Effective Date of this MFN Agreement, or which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review.

**17. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS IN THE UNDERLYING AGREEMENT REMAIN UNCHANGED.**

18. This Amendment shall be filed (under Case No. 03-515-TP-ARB) with and is subject to approval by the Commission and shall become effective ten (10) days following approval by such Commission.

19. The Parties acknowledge and agree that: (a) the Agreement incorporates certain provisions, specifically the definitions of "Type 2A Facility" and "Type 2B Facility," and Sections 3.2.7, 4.2.1(a), 7.1.5, 8.1.3, 8.2.2, 10.2, 11.4 and 15.1, each noted in the Agreement by **bold-faced, underlined and italicized type**, ("the Non-Voluntary Terms"), which were ordered into the Agreement by the Public Utilities Commission of Ohio's Decision in Case No. 03-515-TP-ARB ("Ohio Commission Order"); (b) SBC Ohio asserted in the Arbitration such provisions were non-voluntarily provisions of the ported Michigan agreement and not subject to porting under the Merger Order; and, (c) the Non-Voluntary Terms are being provided to Carrier as a result of such Ohio Commission Decision. The Parties further acknowledge and agree that the Non-Voluntary Terms in the Agreement may be subject to any legal or equitable rights of review and remedies (including agency reconsideration and court review). In the event that reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory body or court of competent jurisdiction stays, modifies such Ohio Commission Decisions or otherwise affects such Non-Voluntary Terms, either Party may, by providing written notice to the other Party, require that such Non-Voluntary Terms be

deleted or renegotiated, as applicable, in good faith and that the Agreement be amended accordingly. If such modifications to the Agreement are not executed within sixty (60) calendar days after the date of such notice, a Party may pursue any rights available to it under the Agreement. It is SBC Ohio's opinion that because the Non-Voluntary Terms are being incorporated herein solely due to the Ohio Commission Decision and constitute arbitration results, the Non-Voluntary and legitimately related Terms do not qualify for portability into Illinois under 220 ILCS 5/13-801(b) or Condition 27 of the SBC/Ameritech Merger Order issued by the Illinois Commerce Commission in Docket No. 98-0555.

20. The underlying Agreement is attached hereto. For convenience, the provisions of the underlying Agreement modified by this Amendment are shown with strikethroughs.

21. The reciprocal compensation rates provided in this Amendment shall not supercede rates implemented between the Parties pursuant to the ISP Amendment executed by the parties November 18, 2003, filed with the Public Utilities Commission of Ohio on November 25, 2003 in Case No. 03-2326-TP-AEC, and attached hereto as Attachment 1 to this Amendment and incorporated herein.

This Amendment to the Agreement was exchanged in triplicate on this \_\_\_\_ day of December, 2003, by The Ohio Bell Telephone Company, d/b/a SBC Ohio, signing by and through its duly authorized representative, and New Par, a general partnership, GTE Wireless of the Midwest, Inc., Cellco Partnership, Hamilton Cellular Telephone Company, and Springfield Cellular Telephone, all d/b/a Verizon Wireless.

New Par d/b/a Verizon Wireless  
By Verizon Wireless (VAW) LLC,  
Its General Partner

The Ohio Bell Telephone Company d/b/a  
SBC Ohio by SBC Telecommunications, Inc.,  
Its authorized agent

GTE Wireless of the Midwest  
Incorporated d/b/a Verizon Wireless

Hamilton Cellular Telephone  
Company d/b/a Verizon Wireless  
By New Par, Its General Partner  
By Verizon Wireless (VAW) LLC,  
Its General Partner

Cellco Partnership d/b/a Verizon  
Wireless

Springfield Cellular Telephone  
Company d/b/a Verizon Wireless  
By New Par, Its General Partner  
By Verizon Wireless (VAW) LLC,  
Its General Partner

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

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

Title: Area Vice President - Network

Title: \_\_\_\_\_

Name: David R. Heverling

Name: \_\_\_\_\_

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

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

**Interconnection Agreement for a  
Wireless System Under Sections 251 and 252  
of the Telecommunications Act of 1996**

**Dated as of October 28, 2001**

**by and between**

**AMERITECH MICHIGAN**

**and**

**VERIZON WIRELESS**

## Table of Contents

1.0	DEFINITIONS.....	1
2.0	INTERPRETATION AND CONSTRUCTION.....	5
3.0	INTERCONNECTION PURSUANT TO SECTION 251(C)(2) .....	6
3.1	Scope.....	6
3.2	Interconnection Points and Methods.....	6
3.3	Modifications. ....	7
3.4	Signaling. ....	7
4.0	TRANSMISSION AND ROUTING OF LOCAL TRAFFIC. ....	8
4.1	Scope of Traffic. ....	8
4.2	Trunk Group Architecture and Traffic Routing.....	8
4.3	Measurement and Billing.....	9
5.0	TRANSMISSION AND ROUTING OF ACCESS TRAFFIC.....	10
5.1	Scope of Traffic. ....	10
5.2	Trunk Group Architecture and Traffic Routing.....	10
5.3	Services.....	10
6.0	RECIPROCAL COMPENSATION .....	12
7.0	SPECIALIZED TRAFFIC.....	15
7.1	Transit Service. ....	15
7.2	900/976 Traffic. ....	16
8.0	TRUNKING.....	17
8.1	Generally.....	17
8.2	NXX Rating Plan.....	18
8.3	Reports.....	18
9.0	TERM AND TERMINATION .....	18
10.0	BILLING AND PAYMENT.....	19
11.0	GENERAL RESPONSIBILITIES OF THE PARTIES.....	20
11.1	Cooperation.....	20
11.2	Non-Binding Forecasts. ....	20
11.3	Binding Forecasts.....	20
11.4	Facilities.....	20
11.5	Network Management.....	21
11.6	Sole Responsibility. ....	22
11.7	Fraud. ....	22
11.8	NXX Codes.....	22
11.9	LERG Listings.....	22
11.10	Systems Update.....	22
11.11	Insurance.....	23
12.0	INDEMNIFICATION.....	23
12.1	General Indemnity Rights.....	23
12.2	Customer Losses.....	24
12.3	Indemnification Procedures.....	24
13.0	LIMITATION OF LIABILITY .....	25
14.0	DISCLAIMER OF REPRESENTATIONS AND WARRANTIES.....	25
15.0	REGULATORY APPROVAL .....	26

15.1	Commission Approval.....	26
16.0	AUTHORIZATION.....	26
17.0	COMPLIANCE.....	26
18.0	INDEPENDENT CONTRACTOR.....	26
19.0	FORCE MAJEURE.....	27
20.0	CONFIDENTIALITY.....	27
21.0	GOVERNING LAW.....	28
22.0	TAXES.....	28
23.0	NON-ASSIGNMENT.....	29
24.0	NON-WAIVER.....	30
25.0	<u>INTERVENING LAW</u> .....	30
26.0	PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS.....	31
27.0	NOTICES.....	31
28.0	JOINT WORK PRODUCT.....	32
29.0	NO THIRD PARTY BENEFICIARIES; DISCLAIMER OF AGENCY.....	32
30.0	SURVIVAL.....	32
31.0	DISPUTES.....	32
31.1	Disputed Amounts.....	32
32.0	Dispute Escalation and Resolutions.....	33
33.0	PRIOR AGREEMENT.....	34
34.0	ENTIRE AGREEMENT.....	34

Attachment A

Attachment B

Attachment C

Attachment D

Attachment E

Appendix - SS7 (Wireless)



**Interconnection Agreement for a  
Wireless System Under Sections  
251 and 252 of the Telecommunications Act**

This Agreement, dated October 28, 2001, ("Effective Date") is by and between Michigan Bell Telephone Company d/b/a Ameritech Michigan ("Ameritech") and New Par, d/b/a Verizon Wireless, a Delaware Limited Partnership with offices located at 180 Washington Valley Road, Bedminster, New Jersey 07921 and Muskegon Cellular Partnership d/b/a Verizon Wireless, a District of Columbia Limited Partnership with offices located at 180 Washington Valley Road, Bedminster, New Jersey 07921 (collectively, "Carrier") for Interconnection for a Commercial Mobile Radio Service provider under Sections 251 and 252 of the Federal Telecommunications Act of 1996 (the "Act").

WHEREAS, Ameritech is a Local Exchange Carrier in the state of Michigan;

WHEREAS, Carrier, through one or more affiliates, is a Commercial Mobile Radio Service provider operating within the state of Michigan;

WHEREAS, Ameritech and Carrier exchange calls between each other's networks and wish to establish reciprocal compensation arrangements for these calls; and

WHEREAS, Ameritech and Carrier are Parties to an agreement known as the "Interconnection Agreement for a Wireless System Under Sections 251 and 252 of the Telecommunications Act of 1996" dated October 28, 1999 ("Prior Agreement") and intend this Agreement to supersede and replace the Prior Agreement.

NOW THEREFORE, in consideration of the covenants and undertakings set forth herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Ameritech and Carrier hereby agree as follows:

**1.0 DEFINITIONS**

Capitalized terms used in this Agreement shall have the meanings specified below in this Section 1.0 and as defined elsewhere within this Agreement. The Parties acknowledge that terms may appear in this Agreement that are not defined and agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the Effective Date of this Agreement.

"Access Tandem" or "Tandem" - An Ameritech switching system that provides a concentration and distribution function for originating or terminating traffic between end offices, between Ameritech's System and Carrier's System and/or a customer's premises and is capable of providing Feature Group D service.

"Access Tariff" means any applicable Ameritech tariff which sets forth the rates, terms and conditions upon which Ameritech offers Exchange Access, As Defined in the Act.

"Access Traffic" means Telecommunications traffic between a LEC and an IXC or between a CMRS provider and an IXC which is carried on Feature Group D trunks.

"Act" means the Communications Act of 1934 (47 U.S.C. Section 151 et seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.

"Affiliate" is As Defined in the Act.

"Ameritech's System" is the communications network of Ameritech.

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

"Calling Party Number" (CPN) - A Common Channel Interoffice Signaling (CCIS) parameter which refers to the number transmitted through a network identifying the calling party.

"Carrier's System" - The communications system of the Carrier used to furnish Commercial Mobile Radio Services.

"CCS" means one hundred (100) call seconds.

"CDT" - Carrier Dedicated Trunk.

"Central Office Switch" - A switch used to provide Telecommunications Services, including, but not limited to:

- (a) End Office Switches; and
- (b) Tandems.

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

"Commercial Mobile Radio Service" or "CMRS" is As Defined in the Act, but does not include Paging traffic.

"Commission" means the Michigan Public Service Commission.

"Common Channel Interoffice Signaling" or "CCIS" means the signaling system, developed for use between switching systems with stored-program control, in which all of the signaling information for one or more groups of trunks is transmitted over a dedicated high-speed data link rather than on a per-trunk basis and, unless otherwise agreed by the Parties, the CCIS used by the Parties shall be SS7.

**"Customer"** - A third party that subscribes to Telecommunications Services provided by either of the Parties.

**"Effective Date"** is as defined in the Preamble.

**"End Office Switch"** - An Ameritech switching system where telephone loops are terminated for purposes of interconnection to each other and to Ameritech's system. An End Office Switch includes any remote switching modules and remote switching systems served by a host office in a different wire center.

**"FCC"** means the Federal Communications Commission.

**"ILEC"** - As Defined in the Act.

**"Information Service Traffic"** means traffic delivered to or from Information Service providers as that term is defined in FCC Docket No. 97-158, First Report and Order, para 341.

**"Intellectual Property"** means copyrights, patents, trademarks, trade-secrets, mask works and all other intellectual property rights.

**"Interconnection"** - As Defined in the Act.

**"Interexchange Carrier"** or **"IXC"** means a carrier other than a CMRS provider that provides, directly or indirectly, interLATA and/or intraLATA Telephone Toll Services.

**"Interexchange Traffic"** - As Defined in The Act. **"InterLATA"** - As Defined in the Act.

**"Land-to-Mobile"** - The origination of calls of wire line customers to the Carrier's MSC.

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

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

**"Local Telecommunications Traffic"** means telecommunications traffic between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the same Major Trading Area ("MTA"), as defined in 47 CFR Section 24.202(a).

**"Loss"** or **"Losses"** means any and all losses, costs (including court costs), claims, damages (including fines, penalties and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorney's fees).

**"MECAB"** refers to the Multiple Exchange Carrier Access Billing (MECAB) document prepared by the Billing Committee of the Ordering and Billing Forum (OBF) which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document published by Bellcore as Special Report SR-BDS-000983 contains the recommended guidelines for the

billing of an access service provided by two or more LECs, or by one LEC in two or more states within a single LATA.

**"Mobile-to-Land"** - The use of CMRS interconnection service for the termination of calls from the Carrier's MSC to a wire line customer.

**"Mobile Switching Center" (MSC)** - A CMRS switch that provides concentration, distribution and switching functions for originating and terminating CMRS traffic and interconnecting to Ameritech trunks.

**"Multiple Bill/Single Tariff"** shall mean that each company will prepare and render its own bill in accordance with its own tariff for its portion of the switched access service.

**"Multi-Party Traffic"** means telecommunications traffic which is jointly carried by Ameritech and another facilities-based Telecommunications Carrier in addition to Carrier, including IXC's, LEC's, ILEC's or other CMRS providers. This traffic includes, but is not limited to, Transit Service and traffic carried pursuant to toll carrier arrangements.

**"Non-CMRS Traffic"** means traffic which is neither originated nor terminated on the wireless facilities of a CMRS provider.

**"NXX"** - The three-digit code which appears as the first three digits of a seven digit telephone number.

**"Paging Traffic"** means the traffic described in 47 C.F.R. Section 22, Subpart E and 47 C.F.R. Section 90, Subpart P.

**"Party"** means either Ameritech or Carrier, and **"Parties"** means Ameritech and Carrier.

**"Point of Interconnection" (POI)** - The physical demarcation point between Ameritech and Carrier. This point establishes the technical interface, the test point(s), and the point(s) for operational division of responsibility between Ameritech's System and Carrier's System.

**"Premises"** - As Defined in the Act.

**"Rate Center"** means the specific geographic point which has been designated as being associated with a particular NPA-NXX code which has been assigned to a carrier for its provision of Telecommunications Service. The Rate Center is the finite geographic point identified by a specific V&H coordinate, which is used by that carrier to measure, for billing purposes, distance sensitive transmission services associated with the specific Rate Center; provided that the Rate Center cannot exceed the boundaries of an exchange area defined by the state regulatory commission.

"Rate Effective Date" is as defined in Section 6.3. "Reciprocal Compensation" is As Defined in the Act.

"Standard Billing" means a billing arrangement offered by Ameritech to CMRS providers. Under this billing arrangement, the calling party is charged applicable calling rates for calls made to customer of a CMRS provider.

"Switched Access Detail Usage Data" shall mean a category 1101XX record as defined in the EMR Bellcore Practice BR010-200-010.

"Switched Access Summary Usage Data" shall mean a category 1150XX record as defined in the EMR Bellcore Practice BR010-200-010.

"Telecommunications" is As Defined in the Act.

"Telecommunications Carrier" is As Defined in the Act.

"Telephone Toll Services" is As Defined in the Act.

"TSLRIC" - the total service long run incremental cost.

"Type 1 Facility" - The Type 1 Facility is at the point of termination of a trunk between Carrier's System and an End Office Switch. The CMRS providers establishes Mobile to Land connections to other End Offices and other Carriers through this Connection Type.

**"Type 2A Facility" or "Tandem Facility" - The Type 2A Facility is at the point of termination of a trunk between an MSC and the LEC Access Tandem. Through this Connection, Carrier can establish connections to End Office Switches and to other carriers interconnected through the tandem.**

**"Type 2B Facility" or "End Office Facility" - The Type 2B Facility is at the point of termination of a trunk between an MSC and an End Office Switch. Through this Connection, Carrier establishes connections to directory numbers served by the End Office Switch to which it is interconnected. A Type 2B Facility may be used in conjunction with the Type 2A Facility on a high-usage alternate routing basis to serve high-volume traffic between the MSC and the End Office Switch.**

## 2.0 INTERPRETATION AND CONSTRUCTION

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 of the Sections are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including Ameritech or other third party offerings, guides or practices), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, 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). In the event of a conflict between the provisions of this Agreement and The Act, the provisions of the Act shall govern.

### **3.0 INTERCONNECTION PURSUANT TO SECTION 251(C)(2)**

#### **3.1 Scope.**

This Section 3 describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Local Traffic and Access Traffic between the Parties' respective Customers. Section 3 also describes other services offered by Ameritech to establish such Interconnection. Nothing in this Agreement shall require Ameritech to transport traffic across a LATA boundary.

#### **3.2 Interconnection Points and Methods.**

3.2.1 Generally. Pursuant to Section 251(c)(2) of the Act, Carrier and Ameritech shall interconnect their networks at Ameritech's Central Office Switches and Carrier's Mobile Switching Centers for the transmission and routing of Local Traffic and Access Traffic within a LATA. Ameritech will provide to Carrier those services and other arrangements (collectively, Services) described herein, which are necessary to establish the physical connection and interchange of traffic in connection with Carrier's services.

3.2.2 **Facilities. Interconnection shall be accomplished through Type 2 or Type 1 Facilities. Type 1 Facilities shall be Mobile-to-Land only. Any trunk facilities used for Interconnection provided by Ameritech will be provided at the rates set forth by Ameritech's TSLRIC-based rates.**

3.2.3 **Type 2 Facilities. Ameritech will provide Type 2A and Type 2B Facilities, at the rates set forth by Ameritech's TSLRIC-based rates, at the Carrier's option for the purpose of interchanging calls between Customers of Ameritech and Customers of the Carrier.**

3.2.4 **Type 1 Facilities. Ameritech will provide Type 1 Facilities for Mobile-to-Land calls only, pursuant to TSLRIC-based rate, for the purpose of interchanging calls between customers of Carrier and customers of Ameritech. Type 1 Facilities in the Land to Mobile direction which are in place as of the Effective Date of this Agreement may remain in place throughout the term of this Agreement, provided, however, that Ameritech shall not be obligated to provision additional Land to Mobile Type 1 Facilities to Carrier at any location where such facilities are not currently in place.**

3.2.5 Ordering and Maintenance. Parties shall follow the ordering options, standard intervals, maintenance, joint testing, and repair standards set forth in Ameritech's intrastate Access Tariff, M.P.S.C. No. 20, Part 14, Section 6.

3.2.6 Additional Engineering, Labor and Miscellaneous Services. Additional engineering, additional labor and miscellaneous services ordered by Carrier and related to Services provided herein shall be provided by Ameritech at the same rates, terms, and conditions as those set forth in Ameritech's intrastate Access Tariff.

3.2.7 Points of Interconnection.

(1) Land-to-Mobile direction. The Point of Interconnection (POI) for Type 2 Interconnection provided for herein in the Land-to-Mobile direction shall be the Carrier's MSC.

(2) Mobile-to-Land direction. The POI for Telecommunications Interconnection provided for herein in the Mobile-to-Land direction shall be Ameritech's Access Tandem or End Office Switch, as appropriate.

3.2.8 Technical Specifications. Bellcore Technical Publication GR-145-CORE describes the practices, procedures, specifications and interfaces generally utilized by Ameritech and is listed herein to assist the Parties in meeting their respective responsibilities.

3.2.9 Billing. Nonrecurring and recurring rates for Type 1 and Type 2 Facilities are Ameritech's developed TSLRIC-based rates.

3.3 Modifications.

Where the authorized service territory of Carrier or Ameritech is modified after the Effective Date of this Agreement, the terms and conditions of this Agreement shall be modified to recognize the extent of such modified service territory.

3.4 Signaling.

3.4.1 Signaling Protocol. SS7 Signaling is Ameritech's preferred method for signaling. Where multi-frequency signaling is currently used, the Parties agree to use their best efforts to convert to SS7. Where multi-frequency signaling is currently used, the Parties agree, below, to Interconnect their networks using multi-frequency ("MF") or ("DTMF") signaling, subject to availability at the End Office Switch or Tandem Switch at which Interconnection occurs. The Parties acknowledge that the use of MF signaling may not be optimal. Telco will not be responsible for correcting any undesirable characteristics, service problems or performance problems that are associated with MF/SS7 interworking or the signaling protocol required for Interconnection with Carrier employing MF signaling.

3.4.2 SS7 Signaling. Except as otherwise provided herein, if SS7 signaling is provided by Ameritech, it will be provided in accordance with Appendix – SS7 (Wireless). Appendix – SS7 (Wireless) describes various SS7 elements available for Carrier to purchase from

Ameritech, including elements required to exchange ISUP SS7 Signaling Messages(s) (as defined in Telcordia Document GR-246-CORE) associated with Local Calls.

- 3.4.3 If the Parties exchange ISUP SS7 Signaling Messages associated with Local Calls (hereafter referred to as "Local ISUP SS7 Signaling Messages") and Carrier does not own a substantially similar SS7 network to Ameritech's SS7 network that Carrier uses for such exchange, then Carrier shall pay Ameritech in accordance with Appendix - SS7 (Wireless) for Local ISUP SS7 Signaling Messages originated from Carrier's network and initiated with an IAM message. If the Parties exchange Local ISUP SS7 Signaling Messages and Carrier owns a substantially similar SS7 network to Ameritech's SS7 network that Carrier uses for such exchange, then the Parties will employ a bill and keep arrangement for the exchange of such Local ISUP SS7 Signaling Message(s). A "substantially similar SS7 network" means an SS7 network as generally recognized in the telecommunications industry, including, without limitation, signaling links, STPs, and signaling (originating and destination) points, all of which are combined to form a "signaling network" utilized to transfer signaling messages between a Party's switches and the switches of the other Party and one or more third parties. Signaling messages delivered to Ameritech from Carrier must be associated with Authorized Services traffic originating on Carrier's network. All other SS7 signaling messages and elements will be offered to Carrier at rates described in Appendix - SS7 (Wireless). SS7 signaling associated with InterMTA Traffic will be determined using the same process described in Section 6.8 of this Agreement for determining the amount on InterMTA Traffic; such signaling shall be paid to Ameritech at SS7 rates listed in Ameritech's State access tariffs.
- 3.4.4 Parties directly or, where applicable, through their third-party provider, will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate interoperability of CCIS-based features between their respective networks, including all CLASS Features and functions, to the extent each Party offers such features and functions to its Customers. All CCIS signaling parameters will be provided including, without limitation, calling party number (CPN), originating line information (OLI), calling party category and charge number.

#### **4.0 TRANSMISSION AND ROUTING OF LOCAL TRAFFIC.**

##### **4.1 Scope of Traffic.**

This Section 4 prescribes parameters for trunk groups (the "Local Trunks") to be used for the Interconnection described in Section 3 for the transmission and routing of Local Traffic between the Parties' respective Customers.

##### **4.2 Trunk Group Architecture and Traffic Routing.**

The Parties shall jointly engineer and configure Local Trunks over the physical Interconnection arrangements as follows:



4.2.1 Type 2

- (a) **Local Trunks shall be configured via one-way trunk groups or as two-way trunk groups, where mutually agreed to by the Parties. No Party shall terminate Access Traffic over the Local Trunks.**
- (b) Each Carrier MSC shall be directly trunked to each Ameritech Tandem in each LATA for traffic in the Mobile-to-Land direction and in the Land-to-Mobile direction. Ameritech shall not be required to perform double tandem switching on a call which Ameritech transports and terminates.
- (c) Only those NXX codes served by an End Office may be accessed through a direct connection to that End Office.
- (d) When used in the Mobile-to-Land direction, the Type 2A Facility may also be used to transport Information Services Traffic to Ameritech.
- (e) Traffic routed in the Mobile-to-Land direction must be routed through the Ameritech Tandem that directly serves the Ameritech End Office serving the applicable NXX code encompassing the called party number.

4.2.2 Type I

- (a) Type 1 Local Trunks shall be configured via one-way trunk groups. Carrier shall not send Access Traffic over Local Trunks.
- (b) Type 1 Local Trunks shall be directly connected to designated Ameritech End Offices.

4.3 Measurement and Billing.

- 4.3.1 For billing purposes for Type 2, each Party shall pass Calling Party Number (CPN) information on each call carried over the Local Trunks.
- 4.3.2 In the event of failure of Carrier's billing and measurement system the default for billing land-to-mobile traffic by Carrier to Ameritech shall be a factor based upon Carrier's mobile-to-land traffic as measured by Ameritech. The factor shall be based upon a ratio of 70/30 (70% mobile originated 30% land originated) and calculated by dividing the mobile to land traffic by .7 and then subtracting the mobile to land traffic from the resulting quotient.

## **5.0 TRANSMISSION AND ROUTING OF ACCESS TRAFFIC.**

### **5.1 Scope of Traffic.**

This Section 5 prescribes parameters for certain Type 2 trunk groups ("Access Trunks") to be used for Interconnection specified in Section 3 for the transmission and routing of Access Traffic between Carrier's Customers and Interexchange Carriers.

### **5.2 Trunk Group Architecture and Traffic Routing.**

- 5.2.1 Except as provided for in Section 5.2.4, Access Trunks shall be used solely for the transmission and routing of Access Traffic to allow the Carrier's Customers to connect to or be connected to the Interexchange trunks of any Interexchange Carrier which is connected to Ameritech's Tandem.
- 5.2.2 The Access Trunks shall be one-way trunks (or, where mutually agreed upon, two-way trunks) connecting an MSC with an Ameritech Access Tandem utilized to route Access Traffic within a given LATA.
- 5.2.3 The Parties shall jointly determine which Ameritech access Tandem(s) will be directly trunked to each Carrier MSC for Access Traffic. Except as otherwise agreed by the Parties, Ameritech shall allow each Carrier MSC to directly trunk to the Access Tandem nearest to that MSC and shall not require that a single Carrier MSC directly trunk to multiple access Tandems, even in those cases where such MSC serves multiple Rate Centers.
- 5.2.4 When used in the Mobile-to-Land direction, Type 2A Facilities may be provided to an Ameritech Tandem to transport calls from Carrier's premises to an IXC's Switched Access Feature Group D service at the same Tandem. This arrangement requires a separate Type 2 trunk group. Carrier has provided Ameritech with documentation of a business agreement between Carrier and each such IXC for the delivery of such calls. Carrier will also provide to Ameritech, using industry standard data record formats, recordings of all calls (both completed calls and attempts) to EXCs from the Carrier premises using the Type 2A service.

### **5.3 Services.**

This Section 5.3 only applies if Carrier transports Mobile-to-Land traffic and/or Land-to-Mobile traffic to/from an IXC through an Ameritech access tandem.

- (a) Pursuant to the procedures described in Multiple Exchange Carrier Access Billing (the "MECAB") document SR-BDS-000983, Issue 6, dated February, 1998, the Parties shall provide to each other the switched Access Detail Usage Data and the Switched Access Summary Usage Data to bill for jointly provided switched access

service such as switched access Feature Groups B and D. If the procedures in the MECAB document are amended or modified, the Parties shall implement such amended or modified procedures within a reasonable period of time. The Parties agree to provide this data to each other at no charge.

- (b) Each Party shall implement the "Multiple Bill/Single Tariff" option in order to bill the IXC for each Party's own portion of jointly provided telecommunications service.

#### 5.3.1 Data Format and Data Transfer.

- (a) Necessary billing information will be exchanged on magnetic tape or, when available, via electronic data transfer using the EMR format.
- (b) Carrier shall provide to Ameritech, on a monthly basis, the Switched Access Summary Usage Data (category 1150XX records) on magnetic tape or, when available, via electronic data transfer using the EMR format.
- (c) Ameritech shall provide to Carrier, or Carrier's agent (as may be designated by Carrier in writing), on a daily basis the Switched Access Detail Usage Data (category 1101XX records) no later than fourteen (14) days from the usage recording date. Ameritech shall provide the information on magnetic tape or, when available, via electronic data transfer (e.g., network data mover) using EMR format. Ameritech and Carrier shall use best efforts to utilize electronic data transfer.
- (d) When Ameritech records on behalf of Carrier and Switched Access Detail Usage Data is not submitted to Carrier, or Carrier's agent, by Ameritech in a timely fashion or if such Access Detail Usage Data is not in proper format as previously defined, and if as a result Carrier is delayed in billing the IXC, late payment charges will be payable by Ameritech to Carrier. Late payment charges will be calculated on the total amount of late access usage at the rate of .000493% per day (annual percentage rate of eighteen percent (18%)) compounded daily for the number of days late.
- (e) If Switched Access Summary Usage Data is not submitted to Ameritech in a timely fashion or if it is not in proper format as previously defined and if as a result Ameritech is delayed in billing the IXC, late payment charges will be payable by Carrier to Ameritech. Late payment charges will be calculated on the total amount of late access usage charges at the rate of .000493% per

day (annual percentage rate of eighteen percent (18%)) compounded daily for the number of days late. Excluded from this provision will be any detailed usage records not provided by Ameritech in a timely fashion.

#### 5.3.2 Errors or Loss of Access Usage Data.

- (a) Errors may be discovered by Carrier, the IXC or Ameritech. Each Party agrees to use reasonable efforts to provide the other Party with notification of any discovered errors within two (2) business days of such discovery. All claims by a Party relating to errors or loss of access usage data shall be made within thirty (30) calendar days from the date such usage data was provided to that Party.
- (b) In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data. If such reconstruction is not possible, the Parties shall use a reasonable estimate of the lost data, based on twelve (12) months of prior usage data; provided that if twelve (12) months of prior usage data is not available, the parties shall base the estimate on as much prior usage data that is available; provided, however, that if reconstruction is required prior to the availability of at least three (3) months of prior usage data, the Parties shall defer such reconstruction until three (3) months of prior usage data is available.

### 6.0 RECIPROCAL COMPENSATION

- 6.1 Subject to the limitations set forth below, Ameritech shall compensate Carrier for the transport and termination of Land to Mobile Local Telecommunications Traffic originated on Ameritech's network and Carrier shall compensate Ameritech for the transport and termination of Mobile to Land Local Telecommunications Traffic originated on Carrier's wireless network. The rates for reciprocal compensation are set forth in Attachment A.
- 6.2 For purposes of defining Local Telecommunications Traffic under this Agreement, the origination point and the termination point on Ameritech's network shall be the End Office Switch serving the calling or called party. The origination point and the termination point on Carrier's network shall be the cell site or base station which services the calling or called party at the time the calls begins.
- 6.3 Ameritech shall expeditiously file this Agreement with the Commission and both Parties shall diligently pursue its approval. The rates set forth in Attachments A and B shall become effective on the day this Agreement is approved by the Commission under Section 252 of the Act ("Rate Effective Date").
- 6.4 Reciprocal Compensation shall not apply to:

- (a) Multi-party Traffic other than as provided in Section 7.2;
- (b) Non-CMRS Traffic;
- (c) Traffic which does not qualify as Local Telecommunications Traffic, including, but not limited to, interMTA traffic;
- (d) Toll-free calls (e.g., 800/888), calls to 900/976,500/700 calls and Information Services Traffic;
- (e) Paging Traffic; and
- (f) Type 1 Traffic.

6.5 The calculation of minutes for purposes of Reciprocal Compensation for both parties shall be as follows.

CMRS traffic will be measured by Ameritech at End Office switches or Access Tandem switches. Mobile-to-Land calls will be measured by Ameritech to determine the basis for computing chargeable minutes of use.

For Mobile-to-Land calls over Type 2A and Type 2B facilities, the measurement of minutes of use begins when the terminating Ameritech entry switch receives answer supervision from the terminating end user's End Office Switch, indicating the terminating end user has answered. The measurement of Mobile-to-Land call usage ends when the terminating entry switch receives disconnect supervision from either the terminating end user's end office, indicating the terminating end user has disconnected, or the customer's point of termination, whichever is recognized first by the entry switch.

6.6 Mobile to Land Traffic which is not subject to Reciprocal Compensation under this Agreement shall continue to be charged at the rates set forth in the applicable tariff.

6.7 Ameritech is not providing to Carrier Type 1 Service in the Land to Mobile direction and Carrier shall not order such service from Ameritech. Carrier may order Type 1 Service in the Mobile to Land direction, and Mobile to Land Type 1 Service shall be provided at the then-existing applicable tariffed rates, terms and conditions.

6.8 InterMTA Traffic

6.8.1 For the purpose of compensation between Ameritech and Carrier under this Agreement, InterMTA Traffic is subject to the rates stated in Attachment A.

6.1.2 As of the Effective Date hereof, the Parties cannot accurately measure the amount of Carrier-to-Ameritech InterMTA traffic delivered by Carrier to Ameritech through the trunks provided for herein. Accordingly, for purposes of this Agreement, the Parties

agree that twelve percent (12%) of the Carrier-to-Ameritech traffic delivered by Carrier to Ameritech through the trunks provided for herein shall be deemed InterMTA traffic. Notwithstanding the foregoing, should either Party provide to the other Party state-specific, Carrier-specific network engineering information, a state-specific, Carrier-specific InterMTA Traffic study, and/or other support in complete and appropriate form (determined in good faith) ("InterMTA Traffic Information"), the Parties shall use such InterMTA Traffic Information to negotiate in good faith a mutually acceptable percentage of Carrier-to-Ameritech traffic delivered by Carrier to Ameritech that is deemed InterMTA traffic. If such InterMTA Traffic Information is provided within ninety (90) days after this Agreement is executed by duly authorized representatives of both Parties, then any revised percentage of Carrier-to-Ameritech traffic deemed InterMTA Traffic, which is derived using such InterMTA Traffic Information, shall be effective as of the date such InterMTA Traffic Information was provided to the other Party, but no earlier than the Effective Date of this Agreement; otherwise, such revised percentage of Carrier-to-Ameritech traffic deemed InterMTA Traffic, which is derived using such InterMTA Traffic Information, shall be effective as of the date such InterMTA Traffic Information was provided in complete and appropriate form (determined in good faith) to the other Party. Any revised percentage of Carrier-to-Ameritech traffic deemed InterMTA Traffic that becomes effective during the Initial Term of this Agreement will remain in effect during the Initial Term hereof. After the expiration of the Initial Term, the percentage of Carrier-to-Ameritech traffic deemed InterMTA Traffic during the Initial Term shall remain in effect thereafter until either Party provides new InterMTA Traffic Information to the other Party. In such case, the Parties shall use the new InterMTA Traffic Information to renegotiate in good faith a new revised percentage of Carrier-to-Ameritech deemed InterMTA Traffic. Renegotiation of the percentage of Carrier-to-Ameritech traffic deemed InterMTA Traffic after the Initial Term shall occur no more frequently than once every twenty-four (24) months.

- 6.8.3 Pursuant to the procedure established in Section 6.8.2 hereof regarding the use of state specific network engineering information, state specific InterMTA traffic studies, and/or other support to establish the percentage of traffic exchanged hereunder deemed InterMTA Traffic, Carrier has provided Ameritech during the negotiation of this Agreement with certain confidential network traffic information relating to Carrier's network architecture, including, but not limited to, information regarding the degree to which toll free services are delivered over separate facilities obtained by Carrier, the degree to which Carrier has established direct connections with other Telecommunications Carriers for its CMRS traffic in the state, and the coverage and nature of Carrier's Telecommunications services in the state. Based on such confidential network traffic information and certain other information otherwise known to Ameritech and notwithstanding the InterMTA Traffic percentage stated in Section 6.8.2, the Parties agree that the revised percentage of Carrier to Ameritech traffic exchanged hereunder deemed to be InterMTA Traffic shall be one percent (1%), which percentage shall be effective during the Initial Term and thereafter until modified as provided in Section 6.8.2.

## **7.0 SPECIALIZED TRAFFIC**

### **7.1 Transit Service.**

**7.1.1** Although Ameritech maintains that it is not required under the Telecommunications Act of 1996, Ameritech will provide Transit Service to Carrier on the terms and conditions set forth in this Section 7.0.

**7.1.2** Definition. Transit Service means the delivery by Ameritech of Local Telecommunications Traffic originated from Carrier to a third party LEC, ILEC, or CMRS provider.

#### **7.1.3 Terms and Conditions**

- (a) Transit Service will be provided only at Ameritech's Tandem switches.
- (b) Carrier acknowledges that it is a Carrier's responsibility to enter into arrangements with each third party LEC, ILEC, or CMRS provider for the exchange of Transit Service to and from Carrier.
- (c) Carrier acknowledges that Ameritech has no responsibility to pay any third party LEC, ILEC, or CMRS provider charges for termination of any Transit Service from Carrier. Ameritech reserves the right to not pay such charges on behalf of Carrier.
- (d) Carrier acknowledges that Ameritech has no responsibility to pay Carrier for traffic which originates from a third party LEC, ILEC or CMRS provider and which Ameritech transports to Carrier.

**7.1.4** Payment Terms and Conditions. In addition to the payment terms and conditions contained in other Sections of this Agreement, Carrier shall compensate Ameritech for Transit Service as follows:

- (a) Carrier shall pay Ameritech for transit traffic that Carrier delivers to Ameritech at the rate specified in Attachment B.
- (b) As of the Effective Date of this Agreement Ameritech is not paying any third party LEC, ILEC or CMRS provider for terminating traffic originated by Carrier, and Ameritech has no present intention to do so. If Ameritech is obligated by regulatory authority to pay such charges, Carrier shall pay Ameritech: (i) those charges or costs, including any switched access charges, which such terminating third party LEC, ILEC or CMRS provider levied on Ameritech for the termination of the transited traffic; and (ii) Ameritech's billing and collection costs associated with billing

Carrier for those third party charges not to exceed seven percent (7%) of the billed amount. Nothing in this Agreement requires Ameritech to pay third party carriers on Carrier's behalf.

- (c) Except as described in the formula in Section 4.3, Carrier shall not default bill Ameritech for unidentified traffic terminating to Carrier, unless otherwise provided for in this Agreement.
- (d) While the Parties agree that it is the responsibility of each third party LEC, ILEC or CMRS provider to enter into arrangements to deliver Transit Traffic to Carrier, they acknowledge that such arrangements are not currently in place and an interim arrangement is necessary to ensure traffic completion. Accordingly, until the date on which Carrier has entered into an arrangement with such third party LEC, ILEC or CMRS provider to deliver Transit Traffic to Carrier, Ameritech will deliver and Carrier will terminate Transit Traffic originated from such third party LEC, ILEC or CMRS provider without charge to one another.

**7.1.5 Carrier may order direct trunking to end offices at their option. Such trunks will be one-way Mobile-to-Land only.**

**7.2 Toll Carrier Arrangements.**

Where Ameritech delivers to Carrier toll traffic for which Ameritech functions as the Primary Toll Carrier pursuant to a Commission's Primary Toll Carrier Plan or similar plan, Ameritech shall pay to Carrier Carrier's applicable rates. Payment to Carrier will be based on billing records provided to Ameritech by the Secondary ILEC, or by Carrier if billing records from the Secondary ILEC are not available. In order to use Carrier's billing records, Carrier must be able to determine the true originating party of the toll traffic and that Ameritech is the Primary Toll Carrier for that toll traffic.

**7.2.1 900/976 Traffic.**

Each Party shall be responsible for the charges for 900/976 which originates on its own network. Nothing in this Agreement shall restrict either Party from offering to its Customers the ability to block the completion of such traffic. Ameritech will provide Carrier rated billing information for such calls pursuant to a separately negotiated agreement.



## 8.0 TRUNKING

### 8.1 Generally.

Except as otherwise agreed by the Parties, the Parties shall establish one-way trunks between their networks. These trunks shall separately carry Land-to-Mobile and Mobile-to-Land traffic. All trunks shall be provisioned and maintained at a P.01 grade of service.

8.1.1 Carrier shall be responsible for provisioning (and shall bear all costs of) two separate trunk groups between its MSCs and Ameritech's network for Mobile-to-Land traffic. The two trunk groups shall separately carry the following types of traffic:

- (a) a trunk group for traffic from Carrier to Ameritech for Local and intraLATA calls; and
- (b) a trunk group for traffic from Carrier to Ameritech for calls routed to an Interexchange Carrier.

8.1.2 Ameritech shall be responsible for provisioning (and shall bear all costs of) a separate trunk group between its network and Carrier's MSCs for Local, Ameritech-originated Land-to-Mobile traffic.

8.1.3 Where Ameritech and Carrier mutually agree to maintain a two way trunk group, the cost of such provision shall be mutually shared based on the percentage of traffic carried over that two way trunk group by each of the parties.

8.1.4 Where Carrier has purchased high bandwidth facilities (e.g., SONET) for multiple uses, Carrier will make available these facilities, for trunking and Interconnection, to Ameritech. . Where Ameritech chooses to use such high bandwidth facilities for trunking and Interconnection, Carrier will charge Ameritech a proportionate share of the cost of the high bandwidth facilities. Carrier shall bill and Ameritech shall pay Carrier at a rate representative of a DS1 equivalent based upon each 200,000 MOUs of Ameritech originated traffic over such high bandwidth facilities within a single month and based upon Carrier's actual cost of a DS1 on such high bandwidth facilities, not to exceed Ameritech's tariffed rates.

Carrier's rate is specified in Attachment E. This rate is Carrier-specific; any other carrier adopting this Agreement must supply its own Carrier-specific data to support its rate. The amount of Ameritech originated traffic shall be based upon actual measurements. Nonrecurring charges for joint use of high bandwidth facilities will be split by the two parties based upon the percentage use of the facilities. Carrier initiated nonrecurring charges and rates for work performed relating to such joint use high bandwidth facilities may mirror, but shall not exceed, similar Ameritech nonrecurring charges and rates. Where Carrier has purchased high bandwidth facilities for multiple use, if Ameritech chooses to install duplicative facilities, Ameritech will assume the full cost of such

duplicative facilities. Such facilities must not degrade the quality of the Carrier's high bandwidth facilities.

## 8.2 NXX Rating Plan.

### 8.2.1 Flexible Rating of NXX Codes

- (a) The flexible rating of NXX codes described in this Section is available only for Type 2 Land to Mobile traffic which is billed under the Standard Billing arrangement ("Covered Traffic"). Carrier may designate a Rate Center for each NXX code assigned to it for Covered Traffic at either: 1) its own premises; or 2) an Ameritech End Office located within the same LATA as Carrier's premises. Carrier may designate as its premises a Carrier MSC, a Carrier cell site or another mutually agreed upon location.
- (b) Where the specified Rate Center is at Carrier's premises or an Ameritech End Office, Ameritech will transport Covered Traffic from the originating End Office Switch to the Carrier's premises without a charge to Carrier. For existing NXX codes where the specified Rate Center is at an Ameritech Tandem, Carrier shall provide transport for Land to Mobile traffic between the tandem and its premises.

### 8.2.2 Direct Trunking of Mobile to Land Traffic. Ameritech shall transport Covered Traffic to Carrier's MSC, or, in the event Carrier has no MSC in the LATA, to Carrier's designated premises within the LATA. Carrier shall transport traffic in the Mobile to Land direction to Ameritech's tandems.

## 8.3 Reports.

Carrier may purchase the Type 2 Transit Traffic Distribution

Report-Mobile-to-Land. A report showing traffic originating on Carrier's network and transiting through Ameritech for termination by LECs, ILECs or other CMRS providers.

A sample copy of this report is set forth in Attachment D. Carrier shall not disclose information in these reports, other than to bill and collect compensation from other Carriers, without Ameritech's written consent.

## 9.0 TERM AND TERMINATION

- 9.1 The initial term of this Agreement shall be three (3) years (the "Initial Term") which shall commence on the Effective Date. At the end of the Initial Term, this Agreement shall automatically renew for one (1) year periods ("Renewal Term"), absent the receipt by one

Party of written notice from the other Party at least one hundred twenty (120) days prior to the expiration of the Initial Term or at any time during any a Renewal Term to the effect that such Party elects not to renew or continue this Agreement.

- 9.2 Notwithstanding the foregoing, upon delivery of written notice at least one hundred twenty (120) days prior to the expiration of the Initial Term or any Renewal Term, either party may require negotiations of the rates, prices and charges, terms and conditions of the services to be provided under this Agreement effective upon such expiration. If the Parties are unable to satisfactorily negotiate such new rates, prices, charges and terms within ninety (90) days of such written notice, either party may petition the appropriate regulatory agency or take such other action as may be necessary to establish appropriate terms. If the Parties are unable to mutually agree on such new rates, prices, charges and terms or the appropriate regulatory agency does not issue its order prior to the applicable expiration date, the Parties agree that the rates, terms and conditions ultimately ordered by such appropriate regulatory agency or negotiated by the Parties will be effective retroactive to such expiration date. Until such time as the appropriate regulatory agency issues its order, the rates, terms and conditions of this Agreement shall control.
- 9.3 **Default.** When a party believes that the other party is in violation of a term or condition of this Agreement ("Defaulting Party"), it will provide written notice to such Defaulting Party of such violation prior to commencing the dispute resolution procedures set forth in Section 29.0.
- 9.4 **Payment.** Upon Expiration or Termination. In the case of the expiration or termination of this Agreement for any reason, each of the Parties will be entitled to payment for all services performed and expenses accrued or incurred prior to such expiration or termination.

## 10.0 BILLING AND PAYMENT

- 10.1 Ameritech and Carrier shall invoice each other on a monthly basis. Both Ameritech and Carrier shall pay the undisputed portion of any invoice within thirty (30) days from the date of the invoice. Undisputed past due amounts shall be assessed a late payment charge in the amount of 0.000493% per day (annual percentage rate of 18%) compounded daily, or the highest rate allowed by law, whichever is lower. If a dispute is resolved against a Party interest shall be due on the past due amount at the rate set forth above. If either party disputes an amount, it must do so in writing to the other party within sixty (60) days from the date of the invoice.
- 10.2 **A Party shall promptly reimburse or credit the other Party for any charges that should not have been billed to the other Party as provided in this Agreement. Such reimbursements shall be set forth in the appropriate section of the invoice.**
- 10.3 A Party shall bill the other Party for any charges that should have been billed to the other Party as provided in this Agreement, but have not been billed to the other Party ("Unbilled Charges"); provided, however, that, except as provided in the Disputes Section, the billing

Party shall not bill for Unbilled Charges which were incurred more than two (2) years prior to the date that the billing Party transmits a bill for any Unbilled Charges.

- 10.4 The invoice for Reciprocal Compensation payment from Carrier must contain substantive detail comparable to the monthly billing invoice provided to Carrier by Ameritech.

## **11.0 GENERAL RESPONSIBILITIES OF THE PARTIES**

### **11.1 Cooperation.**

The Parties shall exchange technical descriptions and forecasts of their Interconnection and traffic requirements in sufficient detail necessary to establish the Interconnection required to assure traffic completion to and from all Customers in their respective designated service areas.

### **11.2 Non-Binding Forecasts.**

Thirty (30) days after the Effective Date and each quarter during the term of this Agreement, each Party shall provide the other Party with a rolling, six (6) calendar month, nonbinding forecast of its traffic and volume requirements for the Services provided under this Agreement in the form and in such detail as agreed by the Parties.

### **11.3 Binding Forecasts.**

The Parties acknowledge that Ameritech and Carrier already have established connections between their networks which accommodate current traffic levels and that neither Party can foresee unusual changes in historic traffic growth patterns. Accordingly, binding forecasts shall not be required under this Agreement unless a Party reasonably anticipates a twenty percent (20%) change in traffic volumes between their networks over a six (6) month period (an "Extraordinary Change")- In the event that either Party reasonably anticipates an Extraordinary Change, then upon advanced written notice provided by either Party, the Parties shall enter into negotiations to establish a forecast (a "Binding Forecast") that commits the terminating carrier to use and the originating carrier to provide Interconnection Facilities to be utilized as set forth in such Binding Forecast. The Parties shall negotiate the terms of such Binding Forecast in good faith and may include in such Binding Forecast provisions regarding price, quantity, liability for failure to perform under a Binding Forecast and any other terms desired by the Parties.

### **11.4 Facilities.**

**Each Party is individually or jointly responsible to provide facilities within its network for routing, transporting and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in industry standard format and to terminate the traffic it receives in that standard format**

**to the proper address on its network. Such facility shall be designed based upon the description and forecasts provided under Sections 11.1, 11.2 and, if applicable, 11.3. The Parties are each solely responsible for participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan.**

**11.5 Network Management.**

- 11.5.1 Parties will agree to follow network management standards set forth in Ameritech's intrastate Access Tariff, MPSC Tariff No. 20. Each party will cooperate to employ characteristics and methods of operation that will minimize interference with or impairment of the service of any facilities of the other or any third parties connected with the network of the other.
- 11.5.2 Each Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward the other Party's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.
- 11.5.3 The Parties shall cooperate and share preplanning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on each Party's network.
- 11.5.4 Neither Party shall use any Services provided in this Agreement in any manner that interferes impairs the quality of service to other carriers or to either Party's Customers, causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing equipment (individually and collectively, a "Network Harm"). If a Network Harm shall occur or if a Party reasonably determines that a Network Harm is imminent, such Party shall, where practicable, notify the other Party that temporary discontinuance or refusal of service may be required; provided, however, wherever prior notice is not practicable, such Party may temporarily discontinue or refuse service forthwith, if such action is reasonable under the circumstances. In case of such temporary discontinuance or refusal, such Party shall:
- (a) Promptly notify the other Party of such temporary discontinuance or refusal;
  - (b) Afford the other Party the opportunity to correct the situation which gave rise to such temporary discontinuance or refusal; and
  - (c) Inform the other Party of its right to bring a complaint to the Commission or FCC.
- 11.5.5 Carrier and Ameritech shall work cooperatively to install and maintain a reliable network. Carrier and Ameritech shall exchange appropriate information (e.g.,

maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government and such other information as the Parties shall mutually agree) to achieve this desired reliability.

11.6 Sole Responsibility.

Each Party is solely responsible for the Services it provides to its Customers and to other Telecommunications Carriers.

11.7 Fraud.

The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

11.8 NXX Codes.

Each Party is responsible for administering NXX codes assigned to it.

11.9 LERG Listings.

Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of Common Language Location Identification ("CLLT") codes assigned to its switches. Each Party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide all required information to Bellcore for maintaining the LERG in a timely manner.

11.10 Systems Update.

Each Party shall program and update its own systems to recognize and route traffic to and from the other Party's assigned NXX codes. Except as mutually agreed or as otherwise expressly defined in this Agreement, neither Party shall impose any fees or charges on the other Party for such activities.

**11.11 Insurance.**

At all times during the term of this Agreement, each Party shall keep and maintain in force at that Party's expense all insurance required by law, general liability insurance and worker's compensation insurance. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self-insurance).

**12.0 INDEMNIFICATION**

**12.1 General Indemnity Rights.**

Each Party (the "Indemnifying Party") shall defend and indemnify the other Party, its officers, directors, employees and permitted assignees (collectively, the "Indemnified Party") and hold such Indemnified Party harmless against:

- (a) any Loss to a third party arising out of the negligence or willful misconduct by such Indemnifying Party, its agents, its Customers, contractors, or others retained by such parties, in connection with its provision of services under this Agreement;
- (b) any Loss arising from such Indemnifying Party's use of services offered under this Agreement, involving:
  - (1) Claims for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party's own communications or the communications of such Indemnifying Party's Customers; or
  - (2) Claims for infringement of any Intellectual Property right of a third party to the extent that such Loss arises from an Indemnified Party's or an Indemnified Party's Customer's use of a service provided under this Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply in the case of (i) (A) any use by an Indemnified Party of a service (or element thereof) in combination with elements, services or systems supplied by the Indemnified Party or persons other than the Indemnified Party or (B) where an Indemnified Party or its Customer modifies or directs the Indemnifying Party to modify such service and (ii) no infringement would have occurred without such combined use or modification; and

- (c) Any Loss arising from such Indemnifying Party's failure to comply with applicable law, other than the Act or applicable FCC or Commission rules.

## 12.2 Customer Losses.

In the case of any Loss alleged or made by a Customer of either Party, the Party whose Customer alleged or made such Loss shall be the Indemnifying Party under Section 12.1 and the other Party shall be the Indemnified Party.

## 12.3 Indemnification Procedures.

Whenever a claim shall arise for indemnification under this Section, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except the extent that such failure prejudices the Indemnifying Party's ability to defend such claim. The Indemnifying Party shall have the right to defend against such liability or assertion in which event the Indemnifying Party shall give, within ninety (90) days of its receipt of a request to defend same, written notice to the Indemnified Party of acceptance of the defense of such claim and the identity of counsel selected by the Indemnifying Party. Until such time as the Indemnifying Party provides such written notice of acceptance of the defense of such claim, the Indemnifying Party shall defend such claim, subject to any right to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such claim. The Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such claims subject to consultation with the Indemnified Party. The Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement. At any time, an Indemnified Party shall have the right to refuse a compromise or settlement and, at such refusing Party's cost, to take over such defense; provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnified Party against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnified Party shall be entitled to participate with the Indemnifying Party in such defense if the claim requests equitable relief or other relief that could affect the rights of the Indemnified Party and all shall be entitled to employ separate counsel for such defense at such Indemnified Party's expense. If the Indemnifying Party does not accept the defense of any indemnified claim as provided above, the relevant Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees



and agents to cooperate with the other Party in the defense of any such claim and the relevant records of each Party shall be available to the other Party with respect to any such defense.

### **13.0 LIMITATION OF LIABILITY**

- 13.1 Each Party shall be responsible only for service(s) and facility(ies) which are provided by that Party, its authorized agents, subcontractors, or others retained by such parties, and neither Party shall bear any responsibility for the services and facilities provided by the other Party, its agents, subcontractors, or others retained by such parties. No Party shall be liable for any act or omission of another Telecommunications Carrier (other than Affiliate) providing a portion of a service.
- 13.2 Except for indemnity obligations under this Agreement, each Party's liability to the other Party for any Loss relating to or arising out of any negligent act or omission in its performance of this Agreement, whether in contract, tort, or otherwise, shall be limited to the total amount that is or would have been charged to the other Party by such negligent or breaching Party for the service(s) or function(s) not performed or improperly performed.
- 13.3 In no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including but not limited to loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), 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 10.0 to indemnify, defend and hold the other Party harmless against any amounts payable to a third party, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorney's fees) and Consequential Damages of such third party.
- 13.4 Each Party shall provide in its tariffs and contracts with its Customers that relate to any Telecommunications Service provided or contemplated under this Agreement that in no case shall such Party or any of its suppliers, contractors or others retained by such Party be liable to any Customer or third party for (i) any Loss relating to or arising out of the provision of the Telecommunications Service, whether in contract, tort, or otherwise that exceeds the amount such Party would have charged the applicable Customer for the service(s) or function(s) that give rise to such Loss and (ii) any Consequential Damages (as defined in this Agreement.)

### **14.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES**

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, OR AN APPLICABLE TARIFF, IF ANY, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT AND THE PARTIES DISCLAIM THE

IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE.

**15.0 REGULATORY APPROVAL**

**15.1 Commission Approval.**

*Carrier understands that Ameritech will file this Agreement with the Commission and it may thereafter be filed with the FCC. 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. If the Commission or the FCC rejects any portion of this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion; provided that such rejected portion shall not affect the validity of the remainder of this Agreement. The Parties acknowledge that nothing in this Agreement nor its filing with any regulatory agency shall limit a Party's ability, independent of such Party's agreement to support and participate in the approval of this Agreement, to assert public policy issues relating to the Act.*

**16.0 AUTHORIZATION**

16.1 Ameritech represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the state of Michigan, that SBC Telecommunications, Inc. has full power and authority to execute and deliver this Agreement as agent for Ameritech, and that Ameritech has full power and authority to perform its obligations hereunder.

16.2 Carrier represents and warrants that New Par, d/b/a Verizon Wireless is a limited partnership duly organized, validly existing and in good standing under the laws of the state of Delaware, and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and that Muskegon Cellular Partnership d/b/a Verizon Wireless is a limited partnership duly organized, validly existing and in good standing under the laws of the District of Columbia, and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

**17.0 COMPLIANCE**

Each party shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement.

**18.0 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.

## **19.0 FORCE MAJEURE**

Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (individually or collectively, a "Force Majeure Event").

## **20.0 CONFIDENTIALITY**

- 20.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a "Disclosing Party") that is furnished or made available or otherwise disclosed to the other Party or any of such other Party's employees, contractors, agents or Affiliates (its "Representatives" and with a Party, a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be marked "Confidential" or "Proprietary" or by other similar notice, and, if oral or visual, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or was independently developed by the receiving party, or was already in the public domain, or is explicitly agreed in writing not to be regarded as confidential, it (a) shall be held in confidence by each Receiving Party; (b) shall be disclosed to only those Representatives who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used only for such purposes; and (c) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law only in accordance with Section 18.2.
- 20.2 If any Receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as

possible and prior to such disclosure. The Disclosing Party may then either seek appropriate protective relief from all or part of such requirement or, if it fails to successfully do so, it shall be deemed to have waived the Receiving Party's compliance with this Section with respect to all or part of such requirement. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to obtain.

- 20.3 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.

## **21.0 GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Michigan without reference to conflict of law provisions, except insofar as the Act or the FCC's rules and regulations may control any aspect of this Agreement.

## **22.0 TAXES**

- 22.1 Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees, surcharges, penalties or interest ("Taxes") levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such Taxes) and neither shall be responsible for any Tax on the other Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide said resale exemption certificate will result in no exemption being available to the purchasing Party for any charges invoiced prior to the date such exemption certificate is furnished.
- 22.2 If any taxing authority seeks to collect any such Tax that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence

between the purchasing Party and the taxing authority. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such Tax, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery. If it is ultimately determined that any additional amount of such a Tax is due to the imposing tax authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon. Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any Tax, interest and penalties thereon, or other charges or payable expenses (including reasonable attorneys fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such Tax. Each Party shall notify the other party in writing of any assessment, proposed assessment or other claim for any additional amount of such a Tax by taxing authority; such notice to be provided, if possible, at least twenty (20) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than ten (10) days after receipt of such assessment, proposed assessment or claim.

- 22.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such Tax, the Parties shall consult with respect to the imposition and billing of such Tax and with respect to whether to contest the imposition of such Tax. Notwithstanding the foregoing, the providing Party may continue to bill any such Tax, unless the purchasing Party provides an opinion of a recognized tax counsel stating that it is more likely than not that such Tax is not applicable, and that the purchasing Party's position, would prevail in a contest to the imposition of such Tax. In any challenge by a taxing authority arising from such determination of the purchasing Party, the indemnification provisions of Section 12.2 shall apply.
- 22.4 In any contest of a Tax by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

### **23.0 NON-ASSIGNMENT**

Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party; provided that each Party may assign this Agreement to a corporate Affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted

is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

#### 24.0 NON-WAIVER

Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

#### 25.0 INTERVENING LAW

- 25.2 In the event that any of the rates, terms and/or conditions herein, or any of the laws or regulations that were the basis or rationale for such rates, terms and/or conditions in the Agreement, are invalidated, modified or stayed by any action of any state or federal regulatory or legislative bodies or courts of competent jurisdiction, including but not limited to any decision by the Eighth Circuit relating to any of the costing/pricing rules adopted by the FCC in its First Report and Order, *In re: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, 11 FCC Rcd 15499 (1996)(e.g., Section 51.501, et seq.), upon review and remand from the United States Supreme Court, in *AT&T Corp. v. Iowa Utilities Bd.*, 525 U.S. 366 (1999) (and on remand *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000) or *Ameritech v. FCC*, 526 U.S. 1142 (1999), upon the written request of either Party, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement.
- 25.3 Without limiting the general applicability of the foregoing, the Parties acknowledge that on January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Bd.*, 525 U.S. 366 (1999) (and on remand, *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000)) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999). In addition, the Parties acknowledge that on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). The Parties further acknowledge that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier*

*Compensation for ISP-bound Traffic* (the "ISP Intercarrier Compensation Order.") By executing this Agreement and carrying out the intercarrier compensation rates, terms and conditions herein, Telco does not waive any of its rights, and expressly reserves all of its rights, under the ISP Intercarrier Compensation Order, including but not limited to its right to exercise its option at any time in the future to invoke the Intervening Law or Change of Law provisions and to adopt, on a date specified by Telco, the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions. The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights, remedies, or arguments with respect to such decisions and any remand thereof, including its right to seek legal review or a stay pending appeal of such decisions or its rights under this Intervening Law paragraph.

## **26.0 PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS**

Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

## **27.0 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 address of the Parties:

To Carrier:

Verizon Wireless  
1300 I Street, N.W., Street 400 West  
Washington, D.C. 20005  
Attn: Charon Harrise  
202-589-3777  
Fax: 202-589-3750  
With a copy to:

Verizon Wireless  
2785 Mitchell Drive MS 7-1  
Walnut Creek, California 94596  
Attn: John Clampitt  
925-279-6266  
Fax: 925-279-6621

To Ameritech:

Contract Administration  
ATTN: Notices Manager  
311 S. Akard St.,  
9th Floor, Four SBC Plaza  
Dallas, TX 75202-5398  
214-464-6776  
Fax: 214-464-2006

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.

## **28.0 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.

## **29.0 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 obligations 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.

## **30.0 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.

## **31.0 DISPUTES**

### **31.1 Disputed Amounts.**



- 31.1.1 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 written 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, provided, however, that a failure to provide such notice by that date shall not preclude a Party from subsequently challenging billed charges. The Non-Paying Party shall pay when due (i) all undisputed amounts to the Billing Party and (ii) all Disputed Amounts into an interest bearing escrow account with a third party escrow agent mutually agreed upon by the Parties. Notwithstanding the foregoing, a Party shall be entitled to dispute only those charges for which the Bill Due Date was within the immediately preceding twelve (12) months of the date on which the other Party received notice of such Disputed Amounts.
- 31.1.2 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within sixty (60) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative who has authority to settle the dispute and who 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.
- 31.1.3 If the Parties are unable to resolve issues related to the Disputed Amounts within forty-five (45) days after that Parties' appointment of designated representatives pursuant to Section 31.1.2, then either Party may file a complaint with the Commission or FCC to resolve such issues or proceed with any other remedy pursuant to law or equity. The Commission or the FCC 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.
- 31.1.4 The Parties agree that all negotiations pursuant to this Section 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.
- 31.1.5 Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the rates set forth in Section 8.1.

## **32.0 DISPUTE ESCALATION AND RESOLUTIONS**

Except as otherwise provided herein, any dispute, controversy or claim (individually and collectively, a "Dispute") arising under this Agreement shall be resolved in accordance with the procedures set forth in this Section 31.2. In the event of a Dispute between the Parties relating to this Agreement and upon the written request of either Party, each of the Parties shall appoint a designated representative who has authority to settle the Dispute

and who 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. If the Parties are unable to resolve issues related to a Dispute within thirty (30) days after the Parties' appointment of designated representatives as set forth above, a Party may (i) bring an action in an appropriate Federal district court, (ii) file a complaint with the FCC pursuant to Section 207 or 208 of the Act, (iii) seek a declaratory ruling from the FCC, (iv) file a complaint in accordance with the rules, guidelines and regulations of the Commission or (v) seek other relief under applicable law.

### **33.0 PRIOR AGREEMENT**

There is currently in effect an "Interconnection Agreement for a Wireless System Under Sections 251 and 252 of the Telecommunications Act of 1996" dated October 28, 1999, between Ameritech Michigan and AirTouch Cellular, Inc. n/k/a Verizon Wireless, as amended ("Prior Agreement"). The Prior Agreement shall remain in full force and effect until this Agreement is approved by the Commission, at which time the rates in this Agreement shall go into effect and the Prior Agreement shall automatically terminate and shall be superseded by this Agreement.

### **34.0 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. From the Rate Effective Date, the Prior Agreement shall be superseded and revoked and shall have no further force or effect. 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. This Agreement may only be modified by a writing signed by an officer of each Party.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties on the date set forth above.

**New Par d/b/a Verizon Wireless by Verizon Wireless (VAW) LLC, its General Partner**      **Michigan Bell Telephone Company d/b/a Ameritech Michigan**

**By SBC Telecommunications, Inc., its authorized agent**

By: \_\_\_\_\_  
(Signature)

Name: Edward A. Salas

Vice President – Network Planning

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

By: \_\_\_\_\_  
(Signature)

Name: O.R. Stanley

President – Industry Markets

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

**Muskegon Cellular Partnership d/b/a Verizon Wireless by Verizon Wireless (VAW) LLC, its General Partner**

By: \_\_\_\_\_  
(Signature)

Name: Edward A. Salas

Vice President – Network Planning

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

It is SBC Ameritech Michigan's contention that this Agreement incorporates certain rates, terms and conditions that were not voluntarily negotiated by SBC Ameritech Michigan, but instead resulted from determinations made in arbitrations under Section 252 of the Act or from other requirements of regulatory agencies or state law (individually and collectively, a "Non-Voluntary Arrangement"). SBC Ameritech Michigan has designated in ***bold-faced, underlined, and italicized type*** some, but not all, of what it believes to be Non-Voluntary Arrangements in this Agreement, in order to

facilitate its own internal record-keeping and to inform third parties who come into possession of this Agreement that SBC Ameritech Michigan believes such provisions to be Non-Voluntary Arrangements that are not or may not be available in any state other than the state that originally imposed/required such Non-Voluntary Arrangement. SBC Ameritech Michigan's failure to specifically identify any provision in this Agreement that is in fact a Non-Voluntary Arrangement does not constitute a waiver of SBC Ameritech Michigan's right to assert that such provision is a Non-Voluntary Arrangement.

Verizon Wireless's consent to permit SBC Ameritech Michigan to designate what SBC Ameritech Michigan believes to be Non-Voluntary Arrangements in this Agreement does not constitute agreement with SBC Ameritech Michigan that such provisions were arrived at without the voluntary agreement of SBC Ameritech Michigan or Verizon Wireless's agreement that SBC Ameritech Michigan's view of the legal consequence of a provision being a Non-Voluntary Arrangement is correct. Verizon Wireless expressly reserves its right to challenge SBC Ameritech Michigan's designation of any and all provisions of this agreement as Non-Voluntary Arrangements and the availability of such provisions under Section 252(i) of the Act and the conditions of SBC's merger with Ameritech.

**Attachment A**

**Reciprocal Compensation Rates**

<b><u>Mobile to Land</u></b>	<b><u>Per Minute Of Use</u></b>
End Office Switching:	\$ .001004
Tandem Switching:	\$ .000262
Tandem Transport:	\$ .000175
	<b><u>Per Minute/Per Mile</u></b>
Tandem Transport Facility Mileage: (Distance measured from Ameritech Tandem to end office)	\$ .000002
<b><u>Land to Mobile</u></b>	
<b><u>2A Rate (Tandem plus End</u></b>	<b><u>\$ .001441</u></b>
<b><u>Office)</u></b>	
	<b><u>Plus the average mileage</u></b>
	<b><u>billed for mobile-to-land</u></b>

**InterMTA Traffic Rate**

InterMTA Rate (to be paid per Conversation MOU to Telco by Carrier on  
applicable Carrier to Telco InterMTA calls):

\$ .0055190

**Attachment B**  
**Transit Traffic Charges**

Per Minute of Use

Calls originating on Carrier's network and terminating to another Carrier's network and transiting Ameritech's network	\$0.005177
--	------------

**Attachment C**  
**Report Charges**

Type 2 Transit Traffic Report Mobile-to-Land      \$ 100.00  
per report, per ACNA, per State, per month

Additional Copies      no charge

**Attachment D**  
**Type 2 Transit Traffic Report Mobile-to-Land**

<b>Telecommunications Carrier</b>	<b>MOU</b>
General Tel	2,575
Century	16,597
Deerfield Farmers	75,996
Spring-CENTEL	467,260
Lennon	35,746

Customer ACNA \_\_\_\_\_  
Year/Month \_\_\_\_\_  
State \_\_\_\_\_



**Attachment E**  
**High Bandwidth Shared Facility Charges**  
**(pursuant to Section 8.1.4 of the Agreement)**

Detroit LATA, Rate per DS1 equivalent:

\$53.31<sup>1</sup>

Saginaw, Grand Rapids and Lansing LATAs, Rate per DS1 equivalent:

\$43.86<sup>2</sup>

---

<sup>1</sup> Based upon Verizon Wireless' High Bandwidth Facilities in service in the Detroit LATA.

<sup>2</sup> Based upon Verizon Wireless' High Bandwidth Facilities in service in the Saginaw, Grand Rapids, and Lansing LATAs.

APPENDIX SS7 (WIRELESS)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for non-discriminatory access to the Common Channel Signaling/Signaling System 7 (CCS/SS7) signaling network provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and Carrier. CCS/SS7 is comprised of Dedicated Signaling Links, Signaling Link Transport and Signaling Transfer Points (STP). In addition, this Appendix provides for CCS/SS7 functionality and translations to support SS7 based services and applications.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, SBC-13STATE means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, SBC-12STATE means the applicable above listed ILECs doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 As used herein, SBC-7STATE means the applicable above listed ILECs doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.6 As used herein, SBC-2STATE means the applicable above listed ILECs doing business in California and Nevada.
- 1.7 As used herein, SBC-SWBT means the applicable above listed ILECs doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.8 As used herein, SBC-AMERITECH means the applicable above listed ILECs doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.9 As used herein, PACIFIC means the applicable above listed ILECs doing business in California.

## 2. SERVICE DESCRIPTION

2.1 SNET does not offer access to the SS7 signaling network under this agreement. Rather, SS7 is available as described in DPUC ordered CT Access Service Tariff Section 18.2.8. SS7 interconnection arrangements between SNET and Carrier will be on an individual case basis (ICB) due to the individual architectures of both Carrier and SNET signaling networks and unique requirements of the individual parties.

### 2.2 SS7 Transport

2.2.1 SS7 as defined in this Appendix, provides for the transporting of call setup (i.e. ISUP) signaling to each end-office subtended from the tandem in the LATA in which the interconnection occurs as outlined in this Agreement. SS7 Transport of SS7 Global Access or SS7 Access as defined in the SBC-12STATE below outlines the requirements for interLATA signaling.

2.2.2 SS7 Transport provides for the routing and screening of SS7 messages from an SBC-7STATE pair of STPs (i.e., a mated pair) to another SBC-7STATE pair of STPs. In the SBC-AMERITECH, due to the fact that state gateway STPs are not interconnected, SS7 Transport provides for the routing and screening of SS7 messages from a SBC-AMERITECH pair of designated Gateway STPs (i.e., a mated pair) to another SBC-AMERITECH pair of STPs within the same state only. The screening of messages provides for Carrier designation of signaling points associated with the Carrier and controls which messages may be allowed by the SBC-12STATE STP pairs. The routing of messages provides for the transfer of a complete message between signaling links, and for a Global Title Translation (GTT) of the message address, if needed.

2.2.3 SS7 Transport provides routing of messages for all parts of the SS7 protocol. These messages may support other applications and services such as, CLASS services, Message Waiting services, Toll Free Database services, Line Information Data Base (LIDB) Services, Calling Name (CNAM) Database services, Advanced Intelligent Network (AIN) services and Telecommunications Industry Association Interim Standard-41 (IS-41) services. SS7 Transport will route messages to the global title address or to the signaling point code address of the message based on the translation information of SBC-12STATE's STP.

### 2.3 Dedicated Signaling Links

2.3.1 Dedicated Signaling Links provide interconnection to SBC-12STATE's signaling network. Each signaling link is a set of dedicated 56Kbps (or higher speed) transmission paths between Carrier STPs or switches and the SBC-12STATE STP mated pair. The Carrier designated Signaling

Points of Interconnection (SPOI) are at SBC-7STATE's STP, an SBC-7STATE serving wire center or are collocated in an SBC-12STATE wire center. In SBC-AMERITECH the SPOI is always collocated in the SBC-AMERITECH STP serving office. This means of collocation is required in SBC-AMERITECH for access to the SBC-AMERITECH STP. The links are fully dedicated to the use of Carrier and provide the screening and routing usage for the SBC-12STATE STP to which the link is connected. Dedicated Signaling Links are available to Carriers for their use in furnishing SS7-based services or applications to their end users or other users of SS7 signaling information.

2.4 Dedicated Signaling Links include the following elements:

2.4.1 SS7 Link Cross Connect

2.4.1.1 The SS7 Link Cross Connect provides a DS-0 or DS1 connection in the SBC-12STATE STP building and connects the STP Port Termination to the Carrier SPOI.

2.4.2 STP Port Termination

2.4.2.1 The STP Port Termination is the physical termination of the signaling link (i.e. 56 kbps circuit) at an SBC-12STATE STP. A STP Port Termination is used for each 56 kbps SS7 Link Cross-Connect terminated at an SBC-12STATE STP.

2.4.3 STP Access Link

2.4.3.1 The STP Access Link provides a 56-kilobit per second digital facility when Carrier requires an interoffice facility to connect from the Carrier SPOI to the STP building location.

2.5 The Carrier shall provide the portion of the signaling link from the Carrier premises within the LATA to the SBC-12STATE STP location or the Carrier SPOI. Carrier shall identify the DS1 or channel of a DS1 that will be used for the signaling link.

2.6 Carrier shall identify to SBC-12STATE the facility and channel to which the SS7 Link Cross Connect shall connect. If the facility does not terminate in the STP location SBC-12STATE shall provide a transport facility referred to as the STP Access Link. The STP Access Link will connect to the DS-0 cross connect at the STP location.

2.7 When Carrier uses an alternative DS1 facility or arranges, or agrees to allow, a physical degree of diversity or performance that is not in accordance with the specifications of Telcordia technical publication, GR-905-CORE, Carrier

acknowledges that the performance and reliability of the SS7 protocol may be affected and the performance and reliability standards described in GR-905-CORE may be disqualified.

- 2.8 Dedicated Signaling Links are subject to SBC-12STATE compatibility testing and certification requirements pursuant to the Network Operations Forum Reference Document, GR-905-CORE and SBC-12STATE Technical Publication, TP76638. In the SBC-AMERITECH Technical Publication AM-TR-OAT-000069 will apply in addition to the documents referenced above. In SBC-2STATE PUB L-780023-SBC-2STATE may be substituted for TP76638 and first interconnections to PACIFIC's signaling network per Carrier and per signaling point type of equipment will require completion of PACIFIC's CCS/SS7 interconnection questionnaire. Each individual set of links from Carrier switch to SBC-12STATE STP will require a pre ordering meeting to exchange information and schedule testing for certification by SBC-12STATE.
- 2.9 Dedicated Signaling Links Technical Requirements
  - 2.9.1 Dedicated Signaling Links will perform in the following two ways:
    - 2.9.1.1 as an "A-link", which is a connection between a switch and a home signaling transfer point (STP) mated pair; and
    - 2.9.1.2 as a "B-link" or "D-link," which is an interconnection between STPs in different signaling networks.
  - 2.9.2 When Carrier provides its own switch or STP, Carrier will provide DS1 (1.544 Mbps) interfaces at the Carrier-designated SPOIs. DS1 transport to the SPOI can be provided for, as previously indicated, via existing transport facilities or through Carrier purchase of an SBC-12STATE dedicated transport facility, previously referred to as the "Access Connection". Each 56 Kbps transmission path will appear as a DS0 channel on the DS1 interface.
  - 2.9.3 In each LATA in which Carrier desires Dedicated Signaling Links for interconnection to the SBC-12STATE SS7 Signaling Network, Carrier must purchase dedicated signaling links to each STP of a mated pair of STPs.
  - 2.9.4 Carrier assumes the responsibility to ensure diverse routing of Carrier signaling links from Carrier switch to Carrier SPOI. SBC-12STATE will provide the same amount of diversity as it provides to itself in terms of diverse routing of interoffice facilities, should such facilities be necessary.

2.9.5 When Carrier requests that SBC-12STATE add a Signaling Point Code (SPC), Carrier will identify to SBC-STATE the SPCs associated with the Carrier set of links.

2.9.6 Carrier will notify SBC-12STATE in writing thirty (30) Days in advance of any material change in Carrier's use of such SS7 signaling network, including but not limited to any change in Carrier SS7 Dedicated Signaling Links, SS7 Transport and/or STP.

2.10 Signaling Transfer Points (STPs)

2.10.1 The STP element is a signaling network function that includes all of the capabilities provided by the STP switches which enable the exchange of SS7 messages between switching elements, database elements and signaling transfer point switches via associated signaling links. STP includes the associated link interfaces.

2.10.2 The STP routes signaling traffic generated by action of Carrier to the destination defined by the SBC-12STATE's signaling network. Integrated services digital network user (ISUP) and Translational Capabilities Application Part (TCAP) signaling traffic addressed to SPs associated with Carrier set of links will be routed to Carrier.

2.10.3 SS7 Transport will apply to SS7 messages transported on behalf of Carrier from an SBC-12STATE designated STP pair to a to an SBC-12STATE STP pair located in a different LATA. In SBC-AMERITECH this arrangement will only be provided for STPs located in the same state. In SBC-7STATE, the rate, per octet, will apply to octets comprising ISUP and TCAP messages. In SBC-AMERITECH the Signal Switching and Signal Transport rates will apply to ISUP and TCAP messages. In SBC-2STATE, SS7 transport is not available. However, transit signaling provides the ability for an interconnecting network (ICN) to pass signaling information through the SBC-2STATE network to a third party without requiring a trunking connection by a third party with SBC-2STATE.

2.11 STP Technical Requirements

2.11.1 STPs will provide signaling connectivity to the SBC-12STATE SS7 network.

2.11.2 The Parties will indicate to each other the signaling point codes and other screening parameters associated with each Link Set ordered by Carrier at the SBC-12STATE STPs, and where technically feasible, each Party will provision such link set in

accordance with these parameters. Carrier may specify screening parameters so as to allow transient messages to cross the SBC-12STATE SS7 Network. The Parties will identify to each other the GTT type information for message routing. Carrier will pay a non-recurring charge when Carrier requests SBC-12STATE add GTT type information for message routing.

## 2.12 Interface Requirements

2.12.1 SBC-12STATE will provide STP interfaces to terminate A-links, B-links, and D-links.

2.12.2 Carrier will designate the SPOI for each link. Carrier will provide a DS1 or higher rate transport interface at each SPOI. SBC-12STATE will provide intraoffice diversity to the same extent it provides itself such diversity between the SPOIs and the SBC-12STATE STPs.

2.12.3 SBC-12STATE will provide intraoffice diversity to the same extent it provides itself such diversity between the SPOIs and the SBC-SWBT STPs.

## 3. MANNER OF PROVISIONING

3.1 The following describes the manner of provisioning for SS7 services. Each Party will work cooperatively with the other Party and will each provide knowledgeable personnel in order to provision, test and install SS7 Service in a timely fashion.

### 3.2 SS7 Transport

3.2.1 Carrier shall use SS7 Transport subject to the screening and routing information of the SBC-12STATE STPs. SBC-12STATE shall provide information to Carrier on the routes and signaling point codes served by the SBC-12STATE STPs. SS7 Transport shall route ISUP messages for the purpose of establishing trunk voice paths between switching machines.

3.2.2 SS7 Transport shall route TCAP queries, when feasible, pursuant to the SS7 Protocol to the SBC-12STATE "regional" STP pair that directly serves the database of the TCAP message. SS7 Transport shall route TCAP responses from an SBC-12STATE "regional" STP pair to another SBC-12STATE STP pair.

3.2.3 SS7 Transport provides a signaling route for messages only to signaling points to which SBC-12STATE has a route. SS7 Transport does not include the provision of a signaling route to every possible signaling point. When SBC-12STATE does establish a route to a signaling point in a

mated pair of STPs, the route may not be available to other SBC-12STATE pairs of STPs, until ordered. When SBC-12STATE or Carrier, pursuant to a service order, arranges to establish a route to a signaling point, such route to the other signaling point or other signaling network will be used by all signaling points within, and connected to, the SBC-12STATE signaling network pursuant to the standard requirements of the SS7 protocol.

- 3.3 Disputes concerning the association of a signaling point among specific link sets associated with a SBC-12STATE mated STP will be resolved by consultation with the signaling point owner, as defined in the Local Exchange Routing Guide (LERG), Section 1, assignment of SPC.

3.4 Dedicated Signaling Links

- 3.4.1 Carrier shall designate the signaling points and signaling point codes associated with Carrier. Carrier shall provide such information to SBC-12STATE to allow SBC-12STATE to translate SBC-12STATE STPs. The information shall define the screening and routing information for the signaling point codes of Carrier and may include global title address, translation type and subsystem designations as needed.
- 3.4.2 Signaling links from SBC-12STATE mated pairs of STPs shall connect to Carrier premises within the same LATA. A set of links can be either:
- 3.4.2.1 "A" Link Sets from Carrier's Signaling Point (SP)/Service Switching Point (SSP). A minimum of two links will be required, one from the SP/SSP to each STP; or,
- 3.4.2.2 "B" Link Sets from Carrier's STPs that are connected to SBC-12STATE's mated pair of STPs. A minimum of four links will be required (i.e. a "quad") between the two pairs of STPs. (This same arrangement is sometimes referred to as a set of "D" links.)
- 3.4.3 A STP Port Termination and SS7 Link Cross Connect is required for each 56-kbps access link utilized for the Service. STP locations are set forth in the National Exchange Carrier Association, Inc. (NECA) Tariff FCC No. 4.
- 3.4.4 A pre-order meeting will define the SBC-12STATE facility availability and the degree of diversity in both the SBC-12STATE physical network and the Carrier physical network from signaling point to signaling point for the link.
- 3.4.5 When Carrier requires a STP Access Link, Carrier and SBC-12STATE shall jointly negotiate the degree of diversity provided among and between



multiple dedicated signaling links. The negotiation shall consider the requirements of the SS7 standard protocol, the degree of diversity available in each network and the possible alternatives.

- 3.4.6 All applicable signaling point codes for each signaling link must be installed at each of SBC-12STATE's interconnecting STPs.
- 3.4.7 Call set-up times may be adversely affected when Carrier, using SS7 signaling, employs Intermediate Access Tandems (IATs) in its network. SBC-12STATE makes no warranties with respect to call set-up times when multiple STP pairs are involved or when the signaling traffic is exchanged between two non-SBC-12STATE signaling points.
- 3.4.8 Provisioning of the SS7 Service is in accordance with SBC-7STATE TP76638 SBC-AMERITECH AM-TR-OAT-000069 and GR-905-CORE, as amended or SBC-2STATE PUB L780023-SBC-2STATE.

### 3.5 Use of the STP

- 3.5.1 When Carrier orders SBC-12STATE unbundled Local Switching, the use of the STP shall apply. No order or provisioning by Carrier is needed. The SBC-12STATE Local Switch will use the SBC-12STATE SS7 signaling network.

## 4. RESPONSIBILITIES OF SBC-12STATE

- 4.1 SBC-12STATE shall manage the network and, at its sole discretion, apply protective controls. Protective controls include actions taken to control or minimize the effect of network failures or occurrences, which include, but are not limited to, failure or overload of SBC-12STATE or Carrier facilities, natural disasters, mass calling or national security demands.
- 4.2 SBC-12STATE shall determine the GTT route for messages routed to GTT, which are associated with SBC-12STATE signaling points.
- 4.3 SBC-12STATE shall define regional functions and local functions of its STPs. SBC-12STATE will route ISUP messages within the SBC-12STATE signaling network, subject to technical feasibility. Capacity limitations shall define a temporary technical infeasibility until the capacity limit can be resolved.
- 4.4 SBC-12STATE shall route messages generated by the action of Carrier throughout the SBC-12STATE signaling network as specified within this Appendix. The content of the messages is for the use of signaling points of origination and destination. SBC-12STATE will not use any information within messages for any purpose not required by or related to the use of the SBC-12STATE signaling network. SBC-12STATE will not divulge any message or

any part of messages generated by Carrier to any other party, except as required to manage the SBC-12STATE signaling network or as may be required by law.

5. RESPONSIBILITIES OF CARRIER

- 5.1 Carrier shall provision the signaling links at Carrier's premises and from Carrier's premises to SBC-7STATE's STP location in a diverse, reliable and technically feasible manner. Carrier shall identify to SBC-12STATE the SPC(s) associated with the Carrier set of links.
- 5.2 Carrier shall identify to SBC-12STATE the GTT information for messages that route to Carrier.
- 5.3 When routing messages addressed to an SBC-12STATE Subsystem Number (SSN), Carrier shall use the SBC-12STATE defined SSN designation of the SBC-12STATE mated STP pair to which the message is routed.
- 5.4 Carrier shall transfer Calling Party Number Parameter information unchanged, including the "privacy indicator" information, when ISUP Initial Address Messages are interchanged with the SBC-12STATE signaling network.
- 5.5 Carrier shall furnish to SBC-12STATE, at the time the SS7 Service is ordered and annually thereafter, an updated three (3) year forecast of usage of the SS7 Signaling network. The forecast shall include total annual volume and busy hour busy month volume. SBC-12STATE shall utilize the forecast in its own efforts to project further facility requirements.
- 5.6 Carrier shall inform SBC-12STATE in writing thirty (30) Days in advance of any change in Carrier's use of such SS7 Service which alters by ten percent (10%) for any thirty (30) Day period the volume of signaling transactions by individual SS7 service that are planned by Carrier to be forwarded to SBC-12STATE's network. Carrier shall provide in said notice the reason, by individual SS7 service, for the volume change.

6. DESCRIPTION OF RATE ELEMENTS SBC-AMERITECH

- 6.1 Pricing for SS7 is specified in Exhibit 1 to this Appendix.
- 6.2 There are three types of charges that apply for SS7 Access. They are recurring, usage and nonrecurring charges. Recurring and nonrecurring charges apply for each port that is established on a STP. Usage charges apply for each Initial Address Message (IAM) or TCAP (excluding LIDB Access Service, 800 Access Service TCAP messages and LNP Database Access Query TCAP messages) message that is switched by the local STP and transported to an SBC-AMERITECH end office or for each IAM and TCAP message that is switched by the local STP in a hubbing arrangement.

- 6.3 Nonrecurring charges apply for the establishment of Originating Point Codes (OPC) and Global Title Address (GTA) Translations. An OPC charge applies for each OPC established, as well as each OPC added or changed subsequent to the establishment of STP Access. The OPC charge applies on a per service basis. A GTA Translation charge applies for each service or application (excluding LIDB Access Service and 800 Carrier-ID-Only Service) that utilizes TCAP messages. A GTA Translation charge also applies for each service (excluding LIDB Access Service and 800 Carrier-ID-Only Service) added or changed subsequent to the initial establishment of STP Access.
- 6.4 Signal Formulation
- 6.4.1 An IAM Formulation usage charge will be assessed for each IAM message formulated at the SBC-AMERITECH tandem for Carrier to SBC-AMERITECH terminated calls. A TCAP Formulation usage charge will be assessed for each TCAP message formulated at the SBC-AMERITECH tandem for Carrier to SBC-AMERITECH terminated calls.
- 6.5 Signal Transport
- 6.5.1 An IAM Signal Transport usage charge will also be assessed for each IAM message that is transported from the local STP to the SBC-AMERITECH end office for terminating traffic. A TCAP Signal Transport usage charge will be assessed for each TCAP message that is transported from the local STP to the SBC-AMERITECH end office (excluding LIDB and 800 Access Service).
- 6.6 Signal Switching
- 6.6.1 An IAM Signal Switching usage charge will be assessed for each IAM message that is switched by the local STP for each IAM message that is switched for direct routed terminating traffic. A TCAP Signal Switching usage charge will be assessed for each TCAP message that is switched by the local STP termination of non-call associated signaling messages (excluding LIDB and 800 Access Service).
- 6.7 Signal Tandem Switching
- 6.7.1 An IAM Signal Tandem Switching usage charge will be assessed for an IAM message that is switched by an SBC-AMERITECH STP and transported to an end office for tandem routed terminating traffic. When Signal Tandem Switching usage charges are assessed, Signal Switching and Signal Transport charges do not apply, except for SS7 Transport.

7. DESCRIPTION OF RATE ELEMENTS SBC-7STATE

7.1 Pricing for SS7 is specified in Exhibit 1 to this Appendix.

7.2 The following rate elements apply to SBC-7STATE SS7 Service:

7.3 SS7 Transport

7.3.1 SS7 Transport shall be measured per octet of information screened and routed.

7.3.2 Carrier shall pay the SS7 Transport Per Octet rate for the screening and routing of messages by each additional SBC-SWBT STP pair. The usage rate applies per octet generated by action of Carrier.

7.3.3 SS7 Transport is not available in the SBC-2STATE.

7.4 Dedicated Signaling Links

7.4.1 SS7 Link Cross Connect

7.4.1.1 Carrier shall pay the DS-0 or DS-1 rate for the SS7 Link Cross Connect at the STP location for each Dedicated Signaling Link. Rates are per DS-0 and DS-1 bandwidth and per connection to Carrier. Rates are per month and nonrecurring installation per first or additional cross connects ordered and shall apply on a per order basis. This charge only applies in SBC-SWBT.

7.4.2 STP Port Termination

7.4.2.1 Carrier shall pay the STP Port Termination rate for each termination of the SS7 Link Cross Connect at the SBC-7STATE STP. One STP Port Termination must be installed at SBC-7STATE's interconnecting STP for each Dedicated Signaling Link.

7.4.2.2 There are two charges that apply to the STP Port Termination, i.e., a fixed recurring monthly rate per port termination and a nonrecurring installation charge per port.

7.4.3 STP Access Link

7.4.3.1 Carrier shall pay the STP Access Link rate for each STP Access Link when the STP Access Link is provided. The charge includes a fixed rate per month plus a rate per mile per month and a nonrecurring installation charge per link.

**7.5 Signaling Point Code Addition**

7.5.1 Carrier shall pay the Signaling Point Code Addition rate for the establishment and translation of each applicable CCS network signaling point code at an SBC-SWBT STP. Carrier shall pay a nonrecurring charge per SPC established at each STP.

**7.6 Global Title Translation (GTT) Addition**

7.6.1 Carrier shall pay the GTT Addition rate for the establishment of Carrier's GTA, translation type or subsystem information in the SBC-7STATE STP translations. Carrier shall pay a nonrecurring charge per GTT established at each STP.

**8. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS**

8.1 This Agreement (including all attachments hereto), and every interconnection, service and network element provided hereunder, is subject to all rates, terms and conditions contained in this Agreement (including all attachments hereto) that are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the Terms and Termination provisions of this Agreement are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder.

EXHIBIT 1

MICHIGAN PRICING – WIRELESS

STP PORT TERMINATION	
Recurring Monthly	\$270.11
Non-Recurring	\$254.79
ORIGINATING POINT CODE TRANSLATION	\$ 25.98
GLOBAL TITLE ADDRESS TRANSLATION	\$ 12.29
SIGNAL FORMULATION	
Per IAM Message	\$0.000229
Per TCAP Message	\$0.000118
SIGNAL TRANSPORT	
Per IAM Message	\$0.000051
Per TCAP Message	\$0.000034
SIGNAL SWITCHING	
Per IAM Message	\$0.000073
Per TCAP Message	\$0.000056
SIGNAL TANDEM SWITCHING	
Per IAM Message	\$0.000123

**APPENDIX – WIRELESS EMERGENCY SERVICE ACCESS ( E9-1-1)****TERMS AND CONDITIONS FOR PROVIDING WIRELESS EMERGENCY NUMBER  
SERVICE ACCESS (E9-1-1)****1. INTRODUCTION**

- 1.1 This Appendix sets forth terms and conditions for E911 Service Access provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC).
- 1.2 Wireless E911 Service Access is a service which enables Carrier's use of **SBC-OHIO** 911 network service elements which **SBC-OHIO** uses in the provision of E911 Universal Emergency Number/ 911 Telecommunications Services, where **SBC-OHIO** is the 911 service provider. E911 Authority purchases Universal Emergency Number/ 911 Telecommunications Service from **SBC-OHIO**. Wireless E911 Service Access makes available to Carrier only the service configuration purchased by the E911 Authority from **SBC-OHIO**. **SBC-OHIO** shall provide Wireless E911 Service Access to Carrier as described in this Appendix, in each area in which (i) Carrier is authorized to provide CMRS and (ii) **SBC-OHIO** is the 911 service provider. The Federal Communications Commission has, in FCC Docket 94-102, ordered that providers of CMRS make available to their end users certain E9-1-1 services, and has established clear and certain deadlines and by which said service must be available. Wireless E911 Service Access is compatible with Carrier's Phase I and Phase II E911 obligations.
- 1.3 By submitting an order under the terms and conditions of this Appendix, Carrier represents that to the extent required by state or federal law it has negotiated with the E911 Authority as to the E911 service configuration and to the extent required by state or federal law will implement the resulting E911 service configuration.
- 1.4 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company, Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.5 As used herein, **SBC-2STATE** means the applicable SBC owned ILEC(s) doing business in California and Nevada.

- 1.6 As used herein, **SBC-AMERITECH** means the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.7 As used herein, **SBC-SWBT** means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.8 As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.
- 1.9 As used herein, **SBC-OHIO** means the applicable above listed ILEC doing business in Ohio.
- 1.10 The prices at which **SBC-OHIO** agrees to provide Carrier with E911 Service Access is contained in the applicable Appendix Pricing exhibit and/or the applicable state access tariff where stated.

## 2. DEFINITIONS

- 2.1 "911 Call(s)" means a call made by an Carrier's Wireless Customer by dialing "911" (and, as necessary, pressing the "Send" or analogous transmitting button) on a Wireless Handset.
- 2.2 "Alternate PSAP" means a Public Safety Answering Point (PSAP) designated to receive calls when the primary PSAP is unable to do so.
- 2.3 "Automatic Location Identification" or "ALI" means the automatic display at the PSAP of appropriate address or location data sufficient to identify the cell site and/or face cell sector (Phase I) or longitude and latitude (Phase II) from which a wireless call originates.
- 2.4 "Automatic Location Identification Database" or "ALI Database" means the emergency service (E911) database containing caller information that may include, but is not limited to, the carrier name, NENA ID, Emergency Services Routing Number (ESRD or ESRK) and Cell Site/Sector Information that is dynamically updated with the Call Back Number (CBN) (Phase I) and longitude and latitude, confidence and uncertainty (Phase II) and other carrier information used to process caller location records.
- 2.5 "Automatic Number Identification" or "ANI" identifies a calling party and may be used as a call back number.
- 2.6 "Call Back Number" means the Mobile Identification Number (MIN) or Mobile Directory Number (MDN), whichever is applicable, of a Carrier's Wireless End User who has made a 911 Call, which may be used by the PSAP to call back the



Carrier's Wireless End User if a 911 Call is disconnected, to the extent that it is a valid, dialable number.

- 2.7 "Call path Associated Signaling" or "CAS" means a wireless 9-1-1 solution set that utilizes the voice transmission path to also deliver the Mobile Directory Number (MDN) and Cell Site/Sector Information to the PSAP.
- 2.8 "CAMA" means Centralized Automatic Message Accounting (MF signaling parameter).
- 2.9 "Cell Sector" means a geographic area defined by Carrier (according to Carrier's own radio frequency coverage data), and consisting of a certain portion or all of the total coverage area of a Cell Site.
- 2.10 "Cell Sector Identifier" means the unique alpha or alpha-numeric designation given to a Cell Sector that identifies that Cell Sector.
- 2.11 "Cell Site/Sector Information" means information that indicates to the receiver of the information the Cell Site location receiving a 911 Call made by a Carrier's Wireless End User, and which may also include additional information regarding a Cell Sector.
- 2.12 "Common Channel Signaling System 7 Trunk "CCS/SS7 Trunk or SS7 Signaling" means a trunk that uses Integrated Services Digital Network User Part (ISUP) signaling.
- 2.13 "Company Identifier" or "Company ID" means a three to five (3 to 5) character identifier chosen by the Carrier that distinguishes the entity providing dial tone to the End User. The Company ID is maintained by NENA in a nationally accessible database.
- 2.14 "Database Management System" or "DBMS" means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification (ALI) for 911 systems.
- 2.15 "Designated PSAP" means the PSAP designated to receive a 911 Call based upon the geographic location of the Cell Site. A "Default PSAP" is the PSAP designated to receive a 911 Call in the event the Selective Router is unable to determine the Designated PSAP. The Alternate PSAP is the PSAP that may receive a 911 Call in the event the Designated PSAP is unable to receive the 911 call.
- 2.16 "E911 Authority" means a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local

government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one telephone number, 911.

- 2.17 "E911 Service" means the functionality to route wireless 911 calls and the associated caller and/or location data of the wireless end user to the appropriate Public Safety Answering Point.
- 2.18 "E911 Trunk" means one-way terminating circuits which provide a trunk-side connection between Carrier's MSC and SBC-OHIO 911 Tandem equipped to provide access to 911 services as technically defined in Telcordia Technical Reference GR145-CORE.
- 2.19 "E911 Universal Emergency Number Service" (also referred to as "Expanded 911 Service" or "Enhanced 911 Service") or "E911 Service" means a telephone exchange communications service whereby a PSAP answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunks and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing (SR).
- 2.20 "Emergency Services" means police, fire, ambulance, rescue, and medical services.
- 2.21 "Emergency Service Number" or "ESN" means a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific geographical area within a particular cell site and/or cell sector coverage area of an emergency service zone. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency(ies).
- 2.22 "Emergency Service Routing Key" or "ESRK" is a 10 digit routable, but not necessarily dialable, number that is used not only for routing but also as a correlator, or key, for the mating of data that is provided to the PSAP (a.k.a. 911 Center) by different paths, such as via the voice path and ALI data path in an NCAS environment.
- 2.23 "Emergency Service Routing Digits" or "ESRD" is a digit string that uniquely identifies a base station, cell site, or sector that may be used to route emergency calls through the network in other than an NCAS environment.

- 2.24 "Hybrid CAS" means a wireless 9-1-1 solution set that utilizes one transmission path to deliver the voice and Mobile Directory Number (MDN) to the PSAP and a separate transmission path to deliver the callers location information to the PSAP.
- 2.25 "Meet Point" means the demarcation between the SBC-OHIO network and the Carrier network.
- 2.26 "Mobile Directory Number" or "MDN" means a 10-digit dialable directory number used to call a Wireless Handset.
- 2.27 "Mobile Identification Number" or "MIN" means a 10-digit number assigned to and stored in a Wireless Handset.
- 2.28 "Non-Call path Associated Signaling" or "NCAS" - W911 solution set that utilizes one transmission path to deliver the voice and a separate transmission path to deliver the Mobile Directory Number and the caller's location to the PSAP.
- 2.29 "National Emergency Number Association" or "NENA" means the not-for-profit corporation established in 1982 to further the goal of "One Nation-One Number". NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.
- 2.30 "Non-Call path Associated Signaling" or "NCAS" means a wireless 9-1-1 solution set that utilizes one transmission path to deliver the voice and a separate transmission path to deliver the Mobile Directory Number and the caller's location to the PSAP.
- 2.31 "Phase I" – as defined in CC Docket 94-102. Phase I data includes the call back number and the associated 911 ALI.
- 2.32 "Phase II" – as defined in CC Docket 94-102. Phase II data includes XY coordinates, confidence factor and certainty.
- 2.33 "Public Safety Answering Point" or "PSAP" means an answering location for 911 calls originating in a given area. The E911 Authority may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.
- 2.34 "Pseudo Automatic Number Identification (pANI) - CAS or Hybrid CAS solutions" or "Emergency Services Routing Key (ESRK) – NCAS solutions is a

10-digit telephone number used to support routing of wireless 911 calls. In either case this number is used to query the ALI database to retrieve the location information for a 911 call.

- 2.35 "Selective Routing" or "SR" means an E911 feature that routes an E911 call from a 911 Selective Routing Switch to the designated Primary PSAP based upon the pANI associated with the originating cell site and/or cell sector.
- 2.36 "Shell Record" means a partial ALI record which requires a dynamic update of the ESRK, Call Back Number, cell site and sector information for a Phase I deployment, and XY location data for a Phase II deployment. A dynamic update to the ALI record is required to be provided by the Carrier's network prior to forwarding to the appropriate PSAP.
- 2.37 "Wireless Handset" means the wireless equipment used by a wireless end user to originate wireless calls or to receive wireless calls.

### 3. SBC-OHIO RESPONSIBILITIES

- 3.1 SBC-OHIO shall provide and maintain such equipment at the E911 SR and the DBMS as is necessary to perform the E911 services set forth herein when SBC-OHIO is the 911 service provider. SBC-OHIO shall provide 911 Service to Carrier in areas where Carrier is licensed to provide service and SBC-OHIO is the 911 service provider. This shall include the following:
  - 3.2 Call Routing
    - 3.2.1 Where SBC-OHIO is the 911 service provider, Carrier will transport 911 calls from each Carrier MSC to the SR office of the E911 system.
    - 3.2.2 SBC-OHIO will switch 911 calls through the SR to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP. Alternate PSAPs not subscribing to the appropriate wireless service shall not receive all features associated with the primary wireless PSAP.
    - 3.2.3 Where SBC-OHIO is the ALI Database Provider, in a Phase I application, SBC-OHIO will forward the Phase I data as provided by the Carrier and in a Phase II application, SBC-OHIO will forward the Phase I and Phase II data as provided by the Carrier.

### 3.3 Facilities and Trunking

- 3.3.1 **SBC-OHIO** shall provide and maintain sufficient dedicated E911 circuits from **SBC-OHIO**'s SR's to the PSAP, according to provisions of the applicable State tariff and documented specifications of the E911 Authority.
- 3.3.2 After receiving Carrier's order, **SBC-OHIO** will provide, and Carrier agrees to pay for, transport facilities required for 911 trunk termination. Except as provided in Section 8.1, transport facilities shall be governed by the applicable **SBC-OHIO** Access Services tariff. Additionally, when Carrier requests diverse facilities, **SBC-OHIO** will provide such diversity where technically feasible, at standard tariff rates.
- 3.3.3 **SBC-OHIO** and Carrier will cooperate to promptly test all trunks and facilities between Carrier's network and the **SBC-OHIO** SR(s).
- 3.3.4 **SBC-OHIO** will be responsible for the coordination and restoration of all 911 network maintenance problems to Carrier's facility meet point.

### 3.4 Database

- 3.4.1 Where **SBC-OHIO** is the 911 service provider and Carrier deploys a CAS or Hybrid-CAS Solution utilizing **SBC-OHIO** E911 DBMS:
- 3.4.1.1 **SBC-OHIO** shall store the Carriers ALI records in the electronic data processing database for the E911 DBMS.
- 3.4.1.2 **SBC-OHIO** shall coordinate access to the **SBC-OHIO** E911 DBMS for the initial loading and updating of Carrier ALI records.
- 3.4.1.3 **SBC-OHIO** ALI database shall accept electronically transmitted files that are based upon NENA standards.
- 3.4.1.4 **SBC-OHIO** will submit Carrier's ALI records in the E911 DBMS. **SBC-OHIO** will then provide Carrier or Carrier's designated representative an error and status report. This report will be provided in accordance with the methods and procedures described in the documentation to be provided to the Carrier by **SBC-OHIO**.
- 3.4.1.5 **SBC-OHIO** shall provide the necessary Master Street Address Guide (MSAG) and monthly updates of said MSAG to Carrier, upon receipt of the initial MSAG from the appropriate E911 Authority. MSAG shall contain information associated with

Wireless E911 service to allow the upload of database records to support the deployment of a CAS or Hybrid CAS solution.

3.4.2 Where **SBC-OHIO** is the 911 service provider, and Carrier deploys an NCAS solution:

3.4.2.1 Carrier's designated third-party provider shall perform the database functions as listed in 3.4 above.

3.4.2.2 **SBC-OHIO** will provide a copy of the static MSAG received from the appropriate E911 Authority, to be utilized for the development of Shell ALI Records.

#### 4. CARRIER RESPONSIBILITIES

##### 4.1 Call Routing

4.1.1 Where **SBC-OHIO** is the 911 network service provider, Carrier will route 911 calls from Carrier's MSC to the **SBC-OHIO** SR office of the E911 system.

4.1.2 Depending upon the network service configuration, Carrier will forward the ESRD and the MDN of the party calling 911 or the ESRK associated with the specific cell site and sector to the **SBC-OHIO** 911 SR.

##### 4.2 Facilities and Trunking

4.2.1 Where specified by the E911 Authority, Carrier shall provide or order from **SBC-OHIO**, transport and trunk termination to each **SBC-OHIO** 911 SR that serves the areas in which Carrier is licensed to and will provide CMRS service. To place an order, Carrier shall submit the appropriate **SBC-OHIO** Region specific form. Such form shall not conflict with the terms and conditions of this Agreement.

4.2.2 Carrier acknowledges that its End Users in a single local calling scope may be served by different SRs and Carrier shall be responsible for providing facilities to route 911 calls from its End Users to the proper E911 SR.

4.2.3 Carrier shall provide a minimum of two (2) one-way outgoing trunk(s) dedicated for originating 911 emergency service calls from the Carrier's MSC to each **SBC-OHIO** 911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable PSAP, the Parties agree to implement CCS trunks rather than CAMA (MF) trunks.

- 4.2.4 Carrier is responsible for appropriate diverse facilities if required by applicable State Commission rules and regulations or if required by other governmental, municipal, or regulatory authority with jurisdiction over 911 services.
- 4.2.5 Carrier shall work with PSAP to develop a plan for adequate capacity to provide Phase 1 E911 Service to Carrier's Wireless End Users at a mutually agreed upon traffic plan while using best efforts to prevent the PSAPs from being overloaded with wireless 9-1-1 calls from a single incident. Carrier agrees to work with the PSAP to meet the PSAP's congestion control goals.
- 4.2.6 SBC shall permit Carrier to terminate a frame relay circuit from a Carrier-controlled ALI Database or MPC, to the SBC ALI Database site(s). Carrier shall provide diverse connections to the SBC ALI Database site(s). SBC agrees to bill Carrier, or upon request, Carrier's Database Provider for connectivity to the SBC ALI database; provided, however that Carrier shall be responsible for payment of all such charges billed to the Database Vendor by SBC but unpaid by the Database Vendor.
- 4.2.7 Carrier shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If Carrier's traffic volumes warrant that additional circuits are needed to meet the current level of 911 call volumes, and the PSAP approves additional circuits, Carrier shall request additional circuits from **SBC-OHIO**.
- 4.2.8 Carrier will cooperate with **SBC-OHIO** to promptly test all 911 trunks and facilities between Carrier's network and the **SBC-OHIO** 911 Selective Router(s) to assure proper functioning of 911 service. Carrier agrees that it will not pass live 911 traffic until both Parties complete successful testing.
- 4.2.9 Carrier is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to Carrier's facility meet point. Carrier is responsible for advising **SBC-OHIO** of the circuit identification and the fact that the circuit is a 911 circuit when notifying **SBC-OHIO** of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. **SBC-OHIO** will refer network trouble to Carrier if no defect is found in **SBC-OHIO**'s 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

#### 4.3 Database

4.3.1 Where **SBC-OHIO** is the 911 service provider, and Carrier deploys a CAS or Hybrid CAS Solution utilizing **SBC-OHIO** E911 DBMS:

4.3.1.1 Carrier or its representatives shall be responsible for providing Carrier's ALI Records to **SBC-OHIO**, for inclusion **SBC-OHIO'S** DBMS on a timely basis, once E911 trunking has been established and tested between Carrier's MSC and all appropriate SRs.

4.3.1.2 Carrier or its agent shall provide initial and ongoing updates of Carrier's ALI Records that are in electronic format based upon established NENA standards.

4.3.1.3 Carrier shall adopt use of a Company ID on all Carrier ALI Records in accordance with NENA standards. The Company ID is used to identify the tone provider.

4.3.1.4 Carrier is responsible for providing updates to **SBC-OHIO** ALI database; in addition, Carrier is responsible for correcting any errors that may occur during the entry of their data as reflected on the status and error report.

4.3.2 Where **SBC-OHIO** is the 911 service provider, and Carrier deploys an NCAS solution:

4.3.2.1 Carrier's designated third-party provider shall perform the above database functions.

4.3.2.2 Carrier's designated third party shall be responsible for ensuring Carrier's Shell Records for ALI are submitted to **SBC-OHIO**, for inclusion in **SBC-OHIO'S** DBMS, on a timely basis, once E911 trunking has been established and tested between Carrier's MSC and all appropriate SRs.

4.3.2.3 Carrier's third-party provider shall provide initial and ongoing updates of Carrier's Shell Records for ALI that are in electronic format based upon NENA recommendations.

4.4 Other

4.4.1 Carrier is responsible for collecting from its End Users and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on the wireless service provider and/or End Users by any municipality or other governmental entity within whose boundaries the Carrier provides CMRS.



- 4.4.2 Within one week of receiving a valid E911 Phase II PSAP request for an area in which SBC-13STATE is the 911 service provider, Carrier agrees to fax a copy of the request to its SBC Industry Markets Wireless account manager.

## 5. RESPONSIBILITIES OF BOTH PARTIES

- 5.1 The Parties shall jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from the Carrier's MSC to the designated SBC-OHIO 911 Selective Router(s).

## 6. METHODS AND PRACTICES

- 6.1 With respect to all matters covered by this Appendix, each Party will comply with all of the following to the extent that they apply to E911 Service: (i) all FCC and applicable State Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, and (iii) the terms and conditions of SBC-OHIO's applicable State Access Services tariff(s).

## 7. CONTINGENCY

- 7.1 The terms and conditions of this Appendix represent a negotiated plan for providing E911 Service.
- 7.2 The Parties agree that the E911 Service is provided for the use of the E911 Authority, and recognize the authority of the E911 Authority.

## 8. BASIS OF COMPENSATION

- 8.1 Carrier shall compensate SBC-13STATE for the elements described in the Pricing Exhibit at the rates set forth in the Pricing Exhibit. The prices shall be considered interim in the states of Arkansas, Connecticut, Indiana, Kansas, Michigan, Missouri, Nevada, Oklahoma, and Texas until a tariff in the State in question has become effective for such elements. In addition, the Parties acknowledge that the allocation of costs between the PSAPs and Carrier are consistent with the ruling set forth in the *Letter from Thomas J. Sugrue, Chief Wireless Telecommunications Bureau, FCC to Marlys R. Davis, E-911 Program Manager, King County E-911 Program Office, dated October 31, 2001 ("King County Letter"* and affirmed in *The Order on Reconsideration In the matter of Revision of the Commission's Rules To Ensure Compatibility with Enhanced 911 Emergency Calling Systems Request of King County, Washington (FCC 02-146), Docket No. 94-102 as aff'd in the Letter from Thomas J. Sugrue, Chief of Wireless Telecommunications Bureau, to Kathleen B. Levitz, BellSouth, re: Responsibility of Costs of E911 Phase II ALI Database Upgrades, CC Docket 94-102*. In the event that the cost allocation that is adopted in a particular state

differs from the determination made in the *King County Letter*, the Parties agree to true up or true down the rates charged and amounts paid back to the Effective Date. Except as set forth above, in the event **SBC-13STATE** files a new or revised tariff after the Effective Date ("New Tariff") containing rates for one or more of the elements described in the Pricing Exhibit that vary from rates contained in a prior approved tariff or the rates specified in the Pricing Exhibit, or if such New Tariff contains additional or different elements, when the rates or elements in the New Tariff become effective, such rates or elements shall apply to the corresponding elements on a going forward basis from the date the rates in the New Tariff become effective. Finally, the comprehensive and exclusive nature of the Pricing Exhibit does not negate any charges for the 56 kbps Frame Relay Circuit described in Section 4.2, should Carrier elect to purchase such circuit from an **SBC-13STATE** affiliate.

- 8.2 Charges for E911 Service shall begin once the trunks and facilities are installed and successfully tested between Carrier's network and **SBC-OHIO** SR(s).

## 9. LIABILITY

- 9.1 **SBC-OHIO's** liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Appendix. **SBC-OHIO** shall not be liable to Carrier, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after **SBC-OHIO** has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from Carrier until service is restored.
- 9.2 Carrier's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Appendix. In the event Carrier provides E911 Service to **SBC-OHIO**, Carrier shall not be liable to **SBC-OHIO**, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after Carrier has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from **SBC-OHIO** until service is restored.

- 9.3 General Indemnity Rights. A Party (the "Indemnifying Party") shall defend and indemnify the other Party, its officers, directors, employees and permitted assignees (collectively, the "Indemnified Party") and hold such Indemnified Party harmless against:
- 9.3.1 any claim or loss related to the subject matter of this Appendix alleged by a Customer of the Indemnifying Party unless the claim or loss was caused by the gross negligence or willful misconduct ("Fault") of the Indemnified Party, its employees, agents or subcontractors; provided, however, that (1) with respect to employees or agents of the Indemnified Party, such Fault occurs while performing within the scope of their employment, (2) with respect to subcontractors of the Indemnified Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnified Party, and (3) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract; and
  - 9.3.2 any loss related to the subject matter of this Appendix arising from such Indemnifying Party's use of services offered under this Agreement, which involve pending or threatened claims, actions, proceedings or suits for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party's own communications or the communications of such Indemnifying Party's Customers.
  - 9.3.3 Notwithstanding the foregoing, the provisions set forth in Section 9 are not intended to create any third party beneficiaries nor are the provisions intended to expand the scope of liability of either party should Applicable Law in the state where service is being provided serve to limit the liability of 911 service providers or telephone companies in the provisioning, implementation, maintenance or administration of 911 service.

**PRICING EXHIBIT**

**2.0     SBC OHIO CELLULAR/PCS E9-1-1**

**SBC - OHIO**

Trunk Charge per Trunk:

Monthly                      \$ 28.72

Non-Recurring              \$ 436.62

Facility rates can be found in the State Special Access Tariff.

# APPENDIX WIRELESS COLLOCATION

## TABLE OF CONTENTS

1. INTRODUCTION .....	3
2. DEFINITIONS.....	3
3. PURPOSE .....	5
4. RESPONSIBILITIES OF <u>SBC OHIO</u> .....	6
5. ELIGIBLE EQUIPMENT FOR COLLOCATION.....	6
6. TYPES OF AVAILABLE WIRELESS COLLOCATIONS ARRANGEMENTS.....	7
7. INTERVALS.....	8
8. ORDERING AND PROVISIONING.....	11
9. NATURE OF USE .....	11
10. PREPARATION CHARGES .....	12
11. PERSONAL PROPERTY AND ITS REMOVAL.....	14
12. ALTERATIONS .....	14
13. INDEMNIFICATION OF <u>SBC OHIO</u> .....	15
14. SBC OHIO OHIO'S RIGHT OF ACCESS.....	15
15. GENERAL .....	15
16. INTERVALS.....	16

17. RESERVATION OF RIGHTS.....	18
18. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS .....	19
19. OSHA STATEMENT.....	19
20. NOTICES .....	19

**APPENDIX WIRELESS COLLOCATION****1. INTRODUCTION**

- 1.1 This Appendix sets forth terms and conditions for Wireless Collocation provided by the applicable **SBC Communications Inc. (SBC)** owned Incumbent Local Exchange Carrier (ILEC) and Wireless Provider.

**2. DEFINITIONS**

- 2.1 **SBC Communications Inc. (SBC)** means the holding company which owns, directly or indirectly, the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 2.2 **SBC OHIO** - As used herein, **SBC OHIO** means the applicable above listed ILEC doing business in Ohio.
- 2.3 “**Active Central Office Space**” denotes the existing, central office switch room space, which can be designated for wireless collocation, with sufficient infrastructure systems. Also denotes central office space that may contain obsolete and unused equipment.
- 2.4 “**Adjacent Structure**” is a Collocator provided structure at **SBC OHIO**’s Premises adjacent to an Eligible Structure. This arrangement is only permitted when space is legitimately exhausted inside the Eligible Structure and to the extent technically feasible.
- 2.5 “**Application Fee**” means the charge assessed by **SBC OHIO** to process the Collocator’s application for wireless collocation requests.
- 2.6 “**Approved Vendor Tier 1**” is a vendor who is qualified by **SBC OHIO** for installation, and/or removal of central office equipment, which is administered by SBC Procurement on a state by state basis.
- 2.7 “**Augment**” is a request from the Collocator to add equipment, cable, and/or Collocation services to or to remove cable and/or Collocation services from an existing Wireless Collocation arrangement.
- 2.8 “**Caged Wireless Collocation**” is a cage or similar structure (not including a top) enclosing Collocator’s Wireless Collocation Space in which a Collocator may install its telecommunications equipment.
- 2.9 “**Collocator**” is any individual, partnership, association, joint-stock company, trust corporation, or governmental entity or any other entity who is collocated in **SBC OHIO** location, for purposes of Interconnection with **SBC OHIO**.
- 2.10 “**Delivery Date**” is the date, which **SBC OHIO** provides the requested collocation space to the Collocator in accordance with the Delivery Intervals set forth in Section 12 of this Agreement.
- 2.11 “**Eligible Structure**” is (1) an **SBC OHIO** central office, serving wire center or tandem office, or (2) a building or similar structure owned or leased by **SBC OHIO** that houses its network facilities, or (3) a structure that houses **SBC OHIO** transmission facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures.
- 2.12 “**Engineering Design Charge**” is the charge assessed by **SBC OHIO** to perform the central office survey for caged serving arrangements and to implement the collocation area.
- 2.13 “**Entrance Fiber Facility**” is an arrangement where a Collocator-provided single mode fire retardant dielectric fiber optic cable extends from the **SBC OHIO** designated manhole into the **SBC OHIO** Eligible

Structure designated splice point. It is used as a transmission medium to the designated splice point. Collocator shall be permitted no more than two (2) entrance routes into the **SBC OHIO** Eligible Structure, if available.

- 2.14** “**Equipment**” means hardware that must use power, have electronics, and provide a Telecommunications Service. The equipment must be a complete piece, unit, or item of such equipment, not a piece-part or sub-component (such as a line card) of a complete unit of equipment. The Collocator may not collocate its equipment sub-components or piece-parts.
- 2.15** “**Individual Case Basis (ICB)**” is a pricing method used for services that are not standard offerings or configurations in this interconnection agreement.
- 2.16** “**Infrastructure Systems**” include, but are not limited to, structural components, such as floors capable of supporting equipment loads, frames, heating, ventilating and air conditioning (“HVAC”) systems, electrical systems (AC power), DC Power, power distribution via frames or bays, high efficiency filtration, humidity controls, remote alarms, compartmentation, and smoke purge.
- 2.17** “**Non Standard Collocation Request (NSCR)**” in **SBC OHIO** is a pricing method used for services that are not standard offerings or configurations in this interconnection agreement.
- 2.18** “**Other Central Office Space**” denotes the space within the central office, which can be designated for wireless collocation where infrastructure systems do not currently exist and must be constructed.
- 2.19** “**Wireless Collocation**” is as defined in Section 4 of this Appendix.
- 2.20** “**Wireless Collocation Space**” is the space provided for the Collocator’s wireless collocation arrangement located within an **SBC OHIO** Eligible Structure.
- 2.21** “**Point of Termination (POT)**” denotes the point of demarcation, within an Eligible Structure at which the **SBC OHIO** responsibility for the provisioning of service ends.
- 2.22** “**Premises**” means **SBC OHIO**’s Eligible Structures and all land owned, leased or otherwise controlled by **SBC OHIO** that is adjacent to these Eligible Structures.
- 2.23** “**Project Management Fee**” reflects **SBC OHIO**’s labor costs to manage the provisioning of the individual Collocator’s space requirements for a particular Wireless Collocation Space request. This fee is applicable upon the submission of an application. (More of a planning and process fee)
- 2.24** “**Shared Wireless Collocation Cage**” is a caged Wireless Collocation Space that is shared by two or more Collocators within the **SBC OHIO**’s Eligible Structure.
- 2.25** “**Special Access Service**” is as offered by **SBC OHIO** pursuant to F.C.C. No. 2, Section 16.
- 2.26** “**Switched Access Service**” is as offered by **SBC OHIO** pursuant to F.C.C. No. 2, Section 16.
- 2.27** “**Technically Feasible**” - A collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. Deployment by any incumbent LEC of a collocation arrangement gives rise to a rebuttable presumption in favor of a Collocator seeking collocation in **SBC OHIO**’s Eligible Structures that such an arrangement is technically feasible.
- 2.28** “**Unused Space**” is space within **SBC OHIO** Premises which is available for collocation (subject to technical feasibility, state and local safety and engineering requirements, third party property rights, and other requirements set forth in this Agreement) unless it is (a) wirelessly occupied by non-obsolete and/or used equipment; (b) assigned to another collocator; (c) used to provide wireless access to occupied space; (d) used to enable technicians to work on equipment located within occupied space



**3. PURPOSE**

Wireless collocation is available for the placement of telecommunications equipment as provided for in this appendix for the purposes of (i) transmitting and routing telephone exchange service or exchange access pursuant to 47 U.S.C. 251(c)(2) of FTA96, or (ii) obtaining access to **SBC-OHIO's** unbundled network elements pursuant to 47 U.S.C. 251(c)(3) of FTA96. The terms "telephone exchange service", "exchange access" and "network element" are used as defined in 47 U.S.C. 153(47), 47 U.S.C. 153(16), and 47 U.S.C. 153(29) of FTA96, respectively. Nothing contained in this appendix shall prohibit a Collocator from exercising its rights under the Telecommunications Act of 1996 ("Act"). Specifically, a Collocator may exercise its rights under sections 252(a)(1) and Section 252(i) of the Act at any time.

- 3.1** Collocator may collocate at an **SBC OHIO** facility with a third party with whom **SBC OHIO** has already contracted for collocation. When a Carrier collocates at an **SBC OHIO** facility, it shall provide for the transport of traffic from its network to the appropriate interconnection point on **SBC OHIO's** network. For the purposes of Collocation, the Facility POI will be located at the Collocated space.

**3.2 Approvals**

The Collocator requesting wireless collocation is responsible for obtaining any necessary approvals from the Commission prior to provisioning of telecommunications service by using the wireless collocation space. **SBC OHIO** shall not refuse to process an application for collocation space and shall not refuse to provision the collocation space submitted by a CMRS Provider prior to a final approved interconnection agreement.

**3.3 Scope**

Wireless collocation provides actual Physical space within **SBC OHIO** Eligible Structure. The Collocator will lease the Physical Space from **SBC OHIO** and install certain of its own telecommunications equipment within the Physical Space that is necessary for the purposes set forth for interconnection. **SBC OHIO** will provide caged, shared caged, and other wireless collocation arrangements within its Eligible Structures. When space is Legitimately Exhausted inside an Eligible Structure, **SBC OHIO** will permit collocation in Adjacent Structures located on **SBC OHIO's** property in accordance with this appendix so that Collocators will have a variety of collocation options from which to choose.

**3.4 Force Majeure Events**

**SBC OHIO** shall not be responsible for delays or failures in performance under this appendix resulting from acts or occurrences beyond the reasonable control of **SBC OHIO** including acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any government or legal body, embargoes, epidemics, terrorists acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, power blackouts, volcanic action, other major environmental disturbance or the inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers.

**4. RESPONSIBILITIES OF SBC OHIO****4.1 Right to Use; Multiple Physical Spaces**

In accordance with this appendix, **SBC OHIO** grants to the Collocator the right to use a Physical Space. Each Physical Space within an Eligible Structure will be considered a single Physical Space for the application of rates according to this appendix.

**4.2 Contact Numbers**

4.3 **SBC OHIO** is responsible for providing the Collocator personnel a contact number for **SBC OHIO** technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week. In addition, for all activities requiring verbal and written notification per this appendix, the parties will provide the contact numbers included in the application process. Notwithstanding the requirements for contact numbers, the Collocator will have access to its physically collocated equipment in the Eligible Structure twenty-four (24) hours a day, seven (7) days a week and **SBC OHIO** will not delay a Collocator's entry into an Eligible Structure.

4.4 The Collocator is responsible for providing to **SBC OHIO** personnel a contact number for Collocator technical personnel who are readily accessible 24 hours a day, 7 days a week. In addition, for all activities requiring verbal and written notification per this appendix, the parties will provide the contact numbers included in the application process.

#### 4.5 **Trouble Status Reports**

**SBC OHIO** is responsible for making best efforts to provide prompt verbal notification to the Collocator of significant outages or operations problems which could impact or degrade the Collocator's network, switches or services, with an estimated clearing time for restoral. In addition, **SBC OHIO** will provide written notification within twenty-four (24) hours. When trouble has been identified, **SBC OHIO** is responsible for providing trouble status reports when requested by the Collocator.

#### 4.6 **Damage to Physical Space**

Any obligation on the part of **SBC OHIO** to repair the Wireless Physical Space shall be limited to repairing, restoring and rebuilding the Wireless Physical Space as prepared for the Collocator by **SBC OHIO**.

#### 4.7 **Damage to Eligible Structure**

In the event that the Eligible Structure in which the Physical Space is located shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall, in **SBC OHIO's** opinion be advisable, then, notwithstanding that the Physical Space may be unaffected thereby, **SBC OHIO**, at its option, may terminate services provided via this appendix by giving the Collocator ten (10) business days prior written notice within thirty (30) business days following the date of such occurrence, if at all possible.

### 5. **ELIGIBLE EQUIPMENT AND FACILITIES**

The Collocator is solely responsible for the design, engineering, testing, performance and maintenance of the telecommunications equipment and facilities used in the Physical Space. The Collocator will be responsible for servicing, supplying, repairing, installing and maintaining the following within the Physical Space.

5.1 its equipment;

5.2 required point of termination cross connects in the Physical Space or the optional POT Frame/Cabinet located in the Common Area;

5.3 its fiber optic cable(s) or other permitted transmission media

5.4 POT frame maintenance, including replacement power fuses and circuit breaker restoration, to the extent that such fuses and circuit breakers are within the Physical Space or in the optional POT Frame/Cabinet located in the Common Area and accessible by the Collocator and only if and as required; and

5.5 POT frame maintenance, including replacement power fuses and circuit breaker Restoration, to the extent

that such fuses and circuit breakers are within the Physical Space or in the optional POT Frame/Cabinet located in the Common Area and accessible by the Collocator and only if and as required; and the connection cable and associated equipment which may be required within the Physical Space(s) or in the optional POT Frame/Cabinet located in the Common Area to the point(s) of termination.

- 5.6 **SBC OHIO** neither accepts nor assumes any responsibility whatsoever in any of the areas so designated in this paragraph.

6. **TYPES OF AVAILABLE WIRELESS COLLOCATION ARRANGEMENT**

- 6.1 **SBC OHIO** will make each of the arrangements outlined below available within its Eligible Structures in accordance with this appendix so that Collocators will have a variety of collocation options from which to choose:

6.1.1 **Caged Wireless Collocation** - The caged collocation option provides the Collocator with an individual enclosure (not including a top). This enclosure is an area designated by **SBC OHIO** within an Eligible Structure to be used by the Collocator for the sole purpose of installing, maintaining and operating the Collocator-provided equipment.

6.1.2 **SBC OHIO** will provide Floor Space, floor space site conditioning, Cage Common Systems Materials, Cage Preparation, and Safety and Security charges in increments of one (1) square foot. For this reason, Collocators will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment, (i.e., 50 square feet of cage space for a single bay) and will ensure that the first Collocator in an **SBC OHIO** premises will not be responsible for the entire cost of site preparation and security. When a Collocator constructs its own cage and related equipment, the Collocator will not be subject to the Cage Preparation charge.

6.1.3 The Collocator must comply with all methods, procedures and guidelines followed by **SBC OHIO** in constructing such an arrangement. The Collocator may provide a cage enclosure (which shall not include a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. In addition, terms and conditions for contractors performing cage construction activities will apply. If the collocator elects to install or requests that **SBC OHIO** provide and install a point of termination (POT) frame in the physical collocation area rather than inside its cage, an additional floor space rate will apply.

**6.1.4 Pursuant to the Public Utilities Commission of Ohio's decision in Case No. 03-515-TP-ARB, the Collocator is permitted to use the same collocation cage in an SBC OHIO Central Office for both Section 251(d)(2) purposes and for Expanded Interconnection under SBC OHIO's F.C.C. No. 2. The rates, terms and conditions that will apply to the use of collocation elements (e.g. floor space, power, and interconnection cabling) are set forth in F.C.C. No. 2 except to the extent that this Collocation Appendix and associated pricing contain elements not available in F.C.C. No. 2 (e.g. BITS timing) then such elements will be made available at rates, terms and conditions from this Collocation Appendix.**

6.2 **Security**

6.2.1 Protection of **SBC OHIO's** equipment is crucial to its ability to offer service to its customers and to the integrity of the entire network. Therefore, **SBC OHIO** may impose the following reasonable security measures on Collocators to assist in protecting its network and equipment from harm. **SBC OHIO** may impose security arrangements as stringent as the security arrangements **SBC OHIO** maintains at its own Eligible Structures either for its own employees or for authorized contractors. To the extent security arrangements are more stringent for one group than the other, **SBC OHIO** may impose the more stringent requirements.

6.2.2 Except as provided by the FCC's Order released March 31, 1999, in CC Docket No. 98-147 (FCC 99-48), **SBC OHIO** will not impose more stringent security requirements than these. Stated differently, the incumbent will not impose discriminatory security requirements that result in

increased collocation costs without the concomitant benefit of providing necessary protection of the incumbent's equipment. **SBC OHIO** will not use any information collected in the course of implementing or operating security arrangements for any marketing or other purpose in aid of competing with Collocators.

- Collocators will conduct background checks of their personnel and technicians who will have access to the collocation space.
- Collocator technicians will be security-qualified by the Collocator and will be required to be knowledgeable of **SBC OHIO** security standards.
- Collocator personnel and technicians will undergo the same level of security training or its equivalent that **SBC OHIO's** own employees and authorized contractors must undergo. **SBC OHIO** will not, however, require Collocators to receive security training from **SBC OHIO**, but will provide information to Collocators on the specific type of training required.
- Collocators can then provide their employees with their own security training. Qualification program and security training details shall be included in **SBC OHIO's** Technical Publications.

6.2.3 Collocators and **SBC OHIO** will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other property of **SBC OHIO** for certain specified actions that damage, or place the equipment, facilities, or the network or personnel of the Collocators or **SBC OHIO** in jeopardy. The following are actions that could damage or place the Eligible Structure, or the network or the personnel of the Collocators or **SBC OHIO** in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other **SBC OHIO** property:

- a. Theft or destruction of **SBC OHIO's** or Collocator's property;
- b. Use/sale or attempted use/sale of alcohol or illegal drugs on **SBC OHIO** property;
- c. Threats or violent acts against other persons on **SBC OHIO** property;
- d. Knowing violations of any local, state or federal law on **SBC OHIO** property;
- e. Permitting unauthorized persons access to **SBC OHIO** or Collocator's equipment on **SBC OHIO** property; and
- f. Carrying a weapon on **SBC OHIO** property.

In addition, Collocator and **SBC OHIO** will take appropriate disciplinary steps as determined by each party to address any violations reported by **SBC OHIO** or the Collocator of **SBC OHIO's** policies and practices on security, safety, network reliability, and business conduct as defined in **SBC OHIO's** Interconnector's Collocation Services Handbook for Wireless Collocation, provided the Handbook and any and all updates to it are timely provided to Collocator at no charge.

### **6.3 Threat to Personnel, Network or Facilities**

Regarding safety, Collocator equipment or operating practices representing a significant demonstrable technical or wireless threat to **SBC OHIO's** personnel, network or facilities, including the Eligible Structure, or those of others are strictly prohibited.

## **7. INTERVALS**

- 7.1 SBC OHIO** will provide wireless collocation arrangements in Eligible Structures on a "first-come, first-served" basis. To apply for a Physical Space in a particular Eligible Structure, the Collocator will provide a completed wireless collocation application form found in **SBC OHIO's** Interconnector's Collocation Services Handbook for Wireless Collocation in each region and will pay an initial Planning Fee. A Collocator wishing **SBC OHIO** to consider multiple methods for collocation in an Eligible Structure on a single application will need to include in each application a prioritized list of its preferred methods of collocating, e.g., caged, shared, or other, as well as adequate information, (e.g., specific layout requirements, cage size, number of bays, requirements relative to adjacent bays, etc.) for **SBC OHIO** to

process the application for each of the preferred methods. If a Collocator provides adequate information and its preferences with its application, **SBC OHIO** would not require an additional application, nor would the Collocator be required to restart the quotation interval should its first choice not be available in an Eligible Structure. Collocators who only wish **SBC OHIO** to consider one collocation method need not provide preferences and associated specific information for multiple methods. However, if **SBC OHIO** is unable to provide the Collocator's requested collocation method due to space constraints and the Collocator determines that it wishes **SBC OHIO** to consider an alternative method of collocation, the Collocator would be required to submit an additional application. This would not result in incremental application costs to the Collocator as its initial Planning Fee would be returned due to the denial. However, it would restart the collocation quotation intervals... Upon receipt of the Collocator's application and initial planning fee payment, **SBC OHIO** will begin development of the quotation. **SBC OHIO** will advise the Collocator of any known deficiencies in its collocation application within 10 calendar days (unless multiple applications are received; section 6.1.4 will apply where multiple applications are received). **SBC OHIO** will allow the Collocator to retain its place in the collocation queue so long as the Collocator cures the deficiencies and resubmits the application within 10 calendar days after being advised of the deficiencies.

## **7.2 Interval**

7.2.1 In responding to an application request, if space is available, **SBC OHIO** shall advise the Collocator that their request for wireless collocation is granted, and confirm the applicable nonrecurring and recurring rates, and the provisioning interval. **SBC OHIO** will not select for Collocator the type of wireless collocation to be ordered. The Collocator has sixty-five (65) calendar days. After sixty-five (65) calendar days, a new application and Planning Fee are required. The Collocator has sixty-five (65) calendar days to remit a signed confirmation form along with a check for fifty percent (50%) of all the applicable non-recurring charges.

7.2.2 **SBC OHIO** will provide a reduced interval for Collocators with existing wireless collocation space that request the following interconnection augments. The Collocator must submit to **SBC OHIO's** Collocation Service Center (CSC) a complete and accurate application for a subsequent job. For a reduced build-out interval to apply, this application must include an up-front payment of the nonrecurring Planning Fee and 50% of nonrecurring charges. In addition, the application must include an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for the Collocator's point of termination. Applications received with the up-front payment and meeting the criteria below will not require a quote.

7.2.3 A sixty (60) calendar day interval will apply only when the Collocator requests any of the following augments; 1) **SBC OHIO** will perform a cage expansion of 300 square feet or less immediately adjacent to a collocator's existing cage within the collocation area (where Overhead Iron/Racking exists) and as long as the collocation area does not have to be reconfigured and does not involve HVAC work, 2) power cable additions to accommodate greater DC amperage requests within existing power panels, 3) Direct cable pull within the same collocation area between one Collocator and another Collocator provided the Collocators are interconnected with **SBC OHIO's** network, 4) interconnection cable arrangements (where Overhead Iron/Racking are existing) limited up to and not more than the following quantities; 400 copper (shielded or nonshielded) cable pairs up to 400 feet, 168 DS1s, 48 DS3s, and fiber interconnections up to 12 fiber pairs up to 400 feet.

7.2.4 Other augments such as power requests that exceed current capacity ratings, additional bay spaces, **SBC OHIO** bays, **SBC OHIO** cable racks and/or cage expansions within Active Central Office space different than described above will require the collocator to submit an inquiry for quote. The price quote will contain the charges and the construction interval for that application.

7.2.5 The construction interval for these other augments will not exceed 90 days. **SBC OHIO** will work cooperatively with Collocators to negotiate a mutually agreeable construction interval for other augments not specifically provided for above.

7.2.6 The second fifty percent (50%) payment must be received by **SBC OHIO** no more than one week prior to the scheduled augment completion date. On the scheduled completion date, the Actual Point of Termination (APOT) Connections will be provided to the Collocator by **SBC OHIO**.

## **7.3 Application Quotation Interval for Wireless**

Should multiple applications be submitted by a Collocator within a ten (10) calendar day period, the following quotation intervals will apply:

Quotation  
Interval

10 calendar days  
15 calendar days  
20 calendar days  
25 calendar days

Should the Collocator submit 21 or more applications within ten (10) calendar days, the response interval will be increased by five (5) business days for every five (5) additional applications or Fraction thereof.

The Collocator may obtain a shorter response interval than are set forth above by scheduling a meeting with **SBC OHIO** at least twenty (20) calendar days prior to submission of the first application to discuss, coordinate, and prioritize the Collocator's applications.

Any major revision to an application will be treated as a new application following the guidelines in and will be subject to the time intervals set forth above.

**7.3.1 Caged, Caged Common Wireless Collocation and Shared Caged Collocation Installation Interval**

**7.3.2 Physical Space for Caged wireless collocation and Shared Caged Collocation is not reserved until the quotation is accepted.**

**7.4 Space Availability Determination and Resolution**

**7.4.1** **SBC OHIO** will file a copy of the notification letter denying the Collocator's request with the Public Service Commission. In the event of a denial, **SBC OHIO** will concurrently submit to both the Public Service Commission and the Collocator, in support of its denial, provided under seal and subject to proprietary protections: Central office common language identifier, where applicable, the identity of the requesting Collocator, including amount of space requested by the Collocator, the total amount of space at the premises, floor plans documented as provided for in Section 3.8 of the Interconnector's Collocation Services Handbook, identification of switch turnaround plans and other equipment removal plans and timelines, if any, central office rearrangement/expansion plans, if any, and description of other plans, if any, that may relieve space exhaustion.

**7.4.2** In the event **SBC OHIO** denies a Collocator's request and the Collocator disputes the denial, the Collocator may request a tour of the Eligible Structure to verify space availability or the lack thereof. The request shall be submitted to **SBC OHIO's** designated representative in writing. The inspection tour shall be scheduled within five (5) business days of receipt of the written request for a tour and the tour shall be conducted within ten (10) calendar days of the request or some other mutually agreed on date. Prior to the inspection tour, a "Reciprocal Non-disclosure Agreement" shall be signed by the designated Company representative and the designated agent for the Collocator, who will participate in the tour.

**7.4.3** **SBC OHIO** will provide all relevant documentation to the Collocator agent including blueprints and plans for future facility expansions or enhancements, subject to executing the non-disclosure agreement. **SBC OHIO's** representative will accompany and supervise the Collocator agent on the inspection tour.

**8. ORDERING AND PROVISIONING**

**8.1** If the Collocator agent believes, based on the inspection tour of the Eligible Structure facilities, that the denial of wireless collocation space is insupportable, the Collocator agent shall promptly so advise **SBC OHIO**. The Collocator and **SBC OHIO** shall then each concurrently prepare a report detailing its own findings of the inspection tour. The Collocator and **SBC OHIO** reports shall be concurrently served on

each other and submitted to the Public Service Commission no later than forty-five (45) calendar days following the filing of the request for space. The burden of proof shall be on **SBC OHIO** to justify the basis for any denial of collocation requests.

- 8.2 **SBC OHIO** will submit to a requesting carrier a report indicating **SBC OHIO's** available collocation space in a particular **SBC OHIO** Eligible Structure upon request. This report will specify the amount of collocation space available at each requested Eligible Structure, the number of Collocators, and any modifications in the use of the space since the last report. The report will also include measures that **SBC OHIO** is taking to make additional space available for collocation. The intervals for delivering the reports are as follows:

<u>Number of Report Requests By One Collocator</u>	<u>Report Delivery Interval</u>
1 - 5	10 calendar days
6 - 10	15 calendar days
11 - 15	20 calendar days
16 - 20	25 calendar days

Should the Collocator submit twenty-one (21) or more report requests within five (5) business days, the report delivery interval will be increased by five (5) business days for every five (5) additional report requests or fraction thereof.

## 9. NATURE OF USE

The nature of use pursuant to this Appendix is set forth in Section 6.1.4 herein.

- 9.1 Pursuant to the Public Utilities Commission of Ohio's decision in Case No. 03-515-TP-ARB, equipment that may be collocated in a single collocation cage in a Central Office for "Expanded Interconnection" purposes includes: (1) transmission equipment including, but not limited to, optical terminating equipment and multiplexers; and (2) equipment being collocated to terminate basic transmission facilities pursuant to sections 64.1401 and 64.1402 of 47 C.F.R.(Expanded Interconnection) as of August 1, 1996. **SBC OHIO** is not required nor shall it permit the collocation of stand-alone switches or enhanced services equipment. **Nothing in Section 9.1 shall prohibit Verizon Wireless from installing facilities for the provision Type 1, Type 2A, and Type 2B services in the same collocation cage as facilities as Expanded Interconnection as set forth in Section 6.1.4.**
- 9.2 In addition, **SBC OHIO** voluntarily permits Collocator collocation of certain Multifunctional Equipment included in the definition of "advanced services equipment" in section 1.3.d of the SBC/Ameritech Merger Conditions. Under the SBC/Ameritech Merger Condition, "advanced services equipment" is defined as follows: "(1) DSLAMs or functionally equivalent equipment; (2) spectrum splitters that are used solely in the provision of Advanced Services; (3) packet switches and multiplexers such as ATMs and Frame Relay engines used to provide Advanced Services; (4) modems used in the provision of packetized data; and (5) DACS frames used only in the provision of Advanced Services. Spectrum splitters (or the equivalent functionality) used to separate the voice grade channel from the Advanced Services channel shall not be considered Advanced Services Equipment; any such splitters installed after the Merger Closing Date that are located at the customer premises shall be considered network terminating equipment."
- 9.3 Pending the FCC's reasonably timely remand proceedings in accordance with the Court's Opinion in *GTE Service Corporation v. FCC*, No. 99-1176, 2000 U.S. App. LEXIS 4111 (D.C. Cir. March 17, 2000) ("GTE Opinion"), **SBC OHIO** voluntarily will not disturb (1) equipment and (2) connection arrangements between different Collocators' equipment in **SBC OHIO's** Eligible Premises, that prior to the May 11, 2000 effective date of the GTE Opinion, were (1) in place in **SBC OHIO** or (2) requested by Collocator and accepted by **SBC OHIO** on the same basis as under the FCC's original, pre-vacated Collocation Order (*Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket No. 98-

147, *First Report and Order* (FCC 99-48), 14 FCC Rcd 4761 (1999)). **SBC OHIO's** agreement not to disturb these collocation arrangements pending timely completion of the remand proceedings will immediately expire if a federal or state court or regulatory agency attempts to apply any of the most favored nation provisions of the Act, of any state Merger Conditions, or of the FCC SBC/Ameritech Merger Conditions to such arrangements or deems such arrangements to be discriminatory vis-à-vis other carriers.

**SBC OHIO** does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the Collocator's equipment and facilities.

When the Collocator's wireless collocation arrangement is within the Eligible Structure, the Collocator may not provide its own DC power plant equipment (with rectifiers or chargers and batteries) or AC power backup equipment (e.g., Uninterruptable Power System with batteries, or standby engine). **SBC OHIO** will provide the necessary backup power to ensure against power outages.

Consistent with the environment of the Physical Space, the Collocator shall not use the Physical Space for office, retail, or sales purposes. No signage or marking of any kind by the Collocator shall be permitted on the Eligible Structure in which the Physical Space is located or on **SBC OHIO** grounds surrounding the Eligible Structure in which the Physical Space is located. The Collocator may place signage and markings on the inside of its physical space.

## **10. PREPARATION CHARGES**

- 10.1** Preparation charges apply for preparing the Physical Space for use by the Collocator. **SBC OHIO** will contract for and perform the construction and other activities underlying the preparation of the Telecommunications Infrastructure Area and Physical Space, and any Custom Work Charges using the same or consistent practices that are used by **SBC OHIO** for other construction and preparation work performed in the Eligible Structure in which the Physical Space is located. **SBC OHIO** will permit Collocators to review the contractor invoices.
- 10.2** To insure efficient use of space, **SBC OHIO** will provide a wireless collocation area supporting as many square foot units of collocation space as is reasonably available in each specific Eligible Structure where space is available. **SBC OHIO** will provide collocation space within Active Collocation Space, if available. If Active Collocation Space is not available, Other (Inactive) Collocation Space may be provided. **SBC OHIO** will not utilize unreasonable segregation requirements to impose unnecessary additional cost on Collocators.
- 10.3** The Collocator will be permitted to contract its own work for the preparation activities within the Collocator's cage including the construction of wireless security arrangements. However, any such contractor shall be subject to the approval of **SBC OHIO**, such Physical Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with **SBC OHIO**, and the Collocator shall be solely responsible for all charges of any such contractor. Use of any such contractor shall not nullify the construction interval with respect to the preparation of the Telecommunications Infrastructure Area and Custom Work.
- 10.4** The Collocator may elect to install its own Point of Termination (POT) Frame, or request that **SBC OHIO** provide and install a POT Frame, to be placed in the Collocator's cage or in the collocation area. When the Collocator elects to install its own POT frame/cabinet, **SBC OHIO** may still provide and install the required DC power panel Monthly Charges.
- 10.5** The flat-rate monthly recurring charges shall begin the earlier of when the first circuit is turned up or five (5) days after the Collocator has been notified that the preparation of the Physical Space is complete, and shall apply each month or fraction thereof that wireless collocation is provided. For billing purposes, each month is considered to have thirty (30) days. The applicable recurring charges are set forth in Section 20 Rates and Charges, following, for use of the Physical Space.



**10.6 Nonrecurring Charges**

10.6.1 Nonrecurring charges are one-time charges that apply for specific work activity associated with providing wireless collocation, per request, per Eligible Structure. With respect to any preparation of the Physical Space, the Collocator shall pay **SBC OHIO** fifty percent (50%) of the estimated nonrecurring Preparation Charge. Preparation Charges, preceding the commencement of work and fifty percent (50%) of any Custom Work Charges at the time that 50% of the work is completed.

10.6.2 The remaining portion of any Custom Work Charge is due upon completion. The remaining portion of the Preparation Charge shall be paid by the Collocator either (1) when the Physical Space is complete and prior to occupancy, or (2) in six (6) equal monthly installments. In the event the Collocator vacates the Physical Space during the six (6) month period, all outstanding nonrecurring charges will become due immediately and payable by the Collocator.

**10.7 Individual Case Basis (ICB)**

10.7.1 **SBC OHIO** may seek to impose Individual Case Basis (ICB) charges for requirements based on requests from a Collocator that are beyond the terms, conditions, and rates established in this appendix. All outstanding balances, including monthly recurring charges and electrical power consumption, will be included in the final bill to the Collocator.

**10.8 Physical Space Use and Access**

10.8.1 The Collocator may use the Physical Space as set forth in Paragraphs 9.0 and 9.1 for placement of telecommunications equipment and facilities permitted thereunder. The Collocator's employees, agents and contractors shall be permitted access to their Physically collocated equipment seven (7) days a week, twenty-four (24) hours a day without a security escort. Collocators shall provide **SBC OHIO** with notice at the time of dispatch of its own employee or contractor, to an Eligible Structure and, if possible, no less than thirty (30) minutes notice for a manned structure and sixty (60) minutes notice for an unmanned structure.

10.8.2 **SBC OHIO** will not delay a Collocator employee's entry into an Eligible Structure containing its Physically collocated equipment or its access to its collocated equipment. **SBC OHIO** will provide Collocators with reasonable access to restroom facilities and parking. All access is provided subject to compliance by the Collocator's employees, agents and contractors with **SBC OHIO's** policies and practices pertaining to fire, safety and security.

10.8.3 The Collocator agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Physical Space. Upon the discontinuance of service, the Collocator shall surrender the Physical Space or land for an adjacent structure to **SBC OHIO**, in the same condition as when first occupied by the Collocator, except for ordinary wear and tear.

10.8.4 **SBC OHIO** will not accept delivery of nor responsibility for any correspondence and/or equipment delivered to the Collocator at the Eligible Structure. However, through agreement between **SBC OHIO** and the Collocator, a Collocator may make arrangements for receipt and/or securing of its equipment at the Eligible Structure by Collocator's or **SBC OHIO's** personnel.

**10.9 Equipment List**

A list of all the equipment and facilities that the Collocator will place within Its Physical Space must be included on the application for which the Physical Space is prepared including the associated power requirements, floor loading, and heat release of each piece. The Collocator's equipment and facilities shall be compliant with the standards set out in Minimum Standards, following. The Collocator warrants and represents that the List is complete and accurate, and acknowledges that any incompleteness or inaccuracy would be a violation of the rules and regulations governing this appendix. The Collocator shall not place or leave any equipment or facilities within the Physical Space not included on the List without the express written consent of **SBC OHIO**, which consent shall not be unreasonably withheld.

**11. PERSONAL PROPERTY AND ITS REMOVAL**

In accordance with and subject to the conditions of this appendix, the Collocator may place or install in or on the Physical Space such personal property or fixtures (Property) as it shall deem desirable for the conduct of business. Property placed by the Collocator in the Physical Space shall not become a part of the Physical Space even if nailed, screwed or otherwise fastened to the Physical Space. Such Property must meet **SBC OHIO** standards for flame and smoke ratings, e.g., no combustibles. Such Property shall retain its status as personality and may be removed by the Collocator at any time. Any damage caused to the Physical Space or land occupied by an adjacent structure by the removal of such Property shall be promptly repaired by the Collocator at its expense.

**12. ALTERATIONS**

In no case shall the Collocator or any person acting through or on behalf of the Collocator make any rearrangement, modification, improvement, addition, repair, or other alteration to the Physical Space or the Eligible Structure in which the Physical Space is located without the advance written permission and direction of **SBC OHIO**. **SBC OHIO** shall consider a modification, improvement, addition, repair or other alteration requested by the Collocator, provided that **SBC OHIO** has the right to reject or modify any such request except as required by state or federal regulators. The cost of any **SBC OHIO** provided construction shall be paid by the Collocator in accordance with **SBC OHIO's** custom work order process.

**12.1** All types of network equipment placed in **SBC OHIO** network equipment areas of Eligible Structures by **SBC OHIO** or Collocators must meet **SBC OHIO** minimum safety standards. The minimum safety standards are as follows: (1) Collocator's equipment must meet Telcordia Level 1 safety requirements as set forth in Telcordia documents SR-3580 and GR-63-CORE, Network Equipment Building Systems (NEBS); or, (2) Collocator must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including **SBC OHIO**) prior to January 1, 1998 with no known history of safety problems. The Collocator will be expected to conform to the same accepted procedures and standards utilized by including **SBC OHIO** and its contractors when engineering and installing equipment.

**12.2** In the event that **SBC OHIO** denied Collocation of Collocator's equipment, citing Safety Standards, **SBC OHIO** will provide within five (5) business days of Collocator's written request to **SBC OHIO** representative(s), a list of **SBC OHIO** equipment which **SBC OHIO** locates within the premises of the Eligible Structure for which Collocation was denied together with an affidavit attesting that all of such Company equipment met or exceeded the same Safety Standards for which Collocator's equipment was denied.

**12.3** In the event **SBC OHIO** believes that collocated equipment is not necessary for interconnection or determines that the Collocator's equipment does not meet the minimum safety standards, the Collocator must not collocate the equipment unless and until the dispute is resolved in its favor. The Collocator will be given ten (10) business days to comply with the requirements and/or remove the equipment from the collocation space if the equipment was already improperly collocated. Dispute resolution procedures are covered in the General Terms & Conditions (GTC) for this appendix. If the Parties do not resolve the dispute, **SBC OHIO** or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute. If it is determined that the Collocator's equipment does not meet the minimum safety standards above, the Collocator must not collocate the equipment and will be responsible for removal of the equipment and all resulting damages if the equipment already was collocated improperly.

**13. INDEMNIFICATION OF SBC OHIO**

**13.1** Except as otherwise provided herein, the indemnity provisions of the Interconnection Agreement between **SBC OHIO** and the Collocator shall apply and are incorporated herein by this reference. However, in no event will the provisions in this section supersede or override the indemnification provisions contained in the interconnection agreement between **SBC OHIO** and Collocator. Additionally, in the event of a conflict

between indemnification provisions in the interconnection agreement and other agreements, the provisions in the interconnection agreement will control.

- 13.2 **SBC OHIO** shall, make reasonable efforts to promptly notify Collocator of any suit or other legal proceeding asserting a claim for Liabilities. Upon request, Collocator shall, at no cost or expense to any Indemnatee, defend any such suit or legal proceeding asserting a claim for Liabilities, and Collocator shall pay any costs and attorneys' fees that may be incurred by any Indemnatee in connection with any such claim, proceeding or suit. Collocator shall also (a) keep **SBC OHIO** and any other Indemnatee subject to any such claim fully informed as to the progress of such defense, and (b) afford **SBC** and such Indemnatee, each at its own expense, an opportunity to participate on an equal basis with Collocator in the defense or settlement of any such claim.

14. **SBC'S RIGHT OF ACCESS**

**SBC OHIO**, its agents, employees, and other **SBC OHIO**-authorized persons shall have the right to enter Physical Space at any reasonable time on three (3) days advance notice of the time and purpose of the entry to examine its condition, make repairs required to be made by **SBC OHIO** hereunder, and for any other purpose deemed reasonable by **SBC OHIO**. **SBC OHIO** may access the Physical Space for purpose of averting any threat of harm imposed by the Collocator or its equipment or facilities upon the operation of **SBC OHIO** equipment, facilities and/or personnel located outside of the Physical Space; in such case, **SBC OHIO** will notify the Collocator by telephone of that entry and will leave written notice of entry in the Physical Space. If routine inspections are required, they shall be conducted at a mutually agreeable time.

15. **GENERAL**

- 15.1 The rates and charges in this appendix are applicable only for wireless collocation arrangements in Eligible Structures. **SBC OHIO** allocates the charges for space preparation and security charges on a prorated basis so the first Collocator in a premises will not be responsible for the entire cost of site preparation. However, ancillary charges for unique Collocator requests for collocation options directly attributable to the requesting Collocator will not be prorated. Examples include power arrangements, remote switch module related options and POT bay-related options.
- 15.2 The Collocator has the option to provide, install and terminate their interconnection cabling between the Collocator's Physical Space and **SBC OHIO** Main Distribution Frame or its equivalent by **SBC OHIO** Approved Tier 1 Vendor. This option is only available if Collocator does all three (3) activities associated with interconnection cabling: provide, install and terminate. The Collocator may not elect to do some but not all the activities. Collocator must indicate on its Wireless Collocation application that it has selected this option to apply to all interconnection cabling requested on the application. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its power cable leads described in Section 21.2 below. If Collocator selects this option, **SBC OHIO** will install and stencil termination blocks or panels at **SBC OHIO** Main Distribution Frame or its equivalent for the handoff of the Actual Point of Termination (APOT) Connection(s) to the Collocator. Intervals and provisioning for this option are found in Section 21.3 (A-G). The Collocator's **SBC OHIO** Tier 1 Approved Vendor must obtain an approved Method Procedures (MOP) from **SBC OHIO** and follow **SBC OHIO's** Technical Publication TP 76300MP for installation of equipment and facilities;
- 15.3 The Collocator has the option to provide, install, and terminate their power cable leads between Collocator's Physical Space and **SBC OHIO's** Battery Distribution Fuse Bay (BDFB) by **SBC OHIO** Approved Power Installation Vendor. When **SBC OHIO** designated power termination point is at the Power Plant Primary Distribution, the Collocator's **SBC OHIO** Approved Power Installation Vendor will provide and install the power cable leads, but not terminate. The Collocator must contact **SBC OHIO** Project manager five (5) business days prior to scheduling a request for the termination of the Collocator's power cable leads to **SBC OHIO** Power Plant Primary Distribution, which will be performed by **SBC OHIO**. This option is only available if the Collocator does all three (3) activities associated with the power cable lead unless described otherwise within this Section. The Collocator may not elect to do some but not all the activities unless otherwise permitted in this section. If Collocator selects this option, the Collocator

must also select the option to provide, install and terminate its interconnection cabling described in Section 21.1 above. Intervals and provisioning for this option are found in Section 21.3 (A-G). The Collocator's **SBC OHIO** Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from **SBC OHIO** and follow **SBC OHIO**'s Technical Publication TP 76300MP for installation of equipment and facilities.

## **16. INTERVALS (Collocator Installs Interconnection and Power Cabling)**

- 16.1** The intervals set forth in this section 16.3 apply only when Collocator installs interconnection and power cabling. **SBC OHIO** will notify Collocator as to whether its request for space is been granted or denied due to a lack of space within ten (10) calendar days from receipt of a Collocator's accurate and complete Wireless Collocation Application. If **SBC OHIO** determines that Collocator's Wireless Collocation Application is unacceptable, **SBC OHIO** shall advise Collocator of any deficiencies within this ten (10) calendar day period. **SBC OHIO** shall provide Collocator with sufficient detail so that Collocator has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Wireless Collocation arrangement, Collocator must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of deficiencies. Any changes to the amount or type of floor space, Interval (Collocator Installs Interconnection and Power Cabling) interconnection terminations, and power requested from the originally submitted Wireless Collocation Application will not be considered a deficiency, but rather as a new Wireless Collocation Application with a new ten (10) calendar day space notification and delivery interval.
- 16.2** The delivery interval relates to the period in which **SBC OHIO** shall construct and turnover to the Collocator's the requested Wireless Collocation Space. The delivery interval begins on the date **SBC OHIO** receives an accurate and complete Wireless Collocation Application from the Collocator. The Collocator must provide **SBC OHIO**, within seven (7) calendar days from the date of notification granting the application request, a confirmatory response in writing to continue construction along with the 50% payment of non-recurring charges (unless payment was received with application) or the delivery interval provided will not commence until such time as **SBC OHIO** has received such response and payment. If the Collocator has not provided **SBC OHIO** such response and payment by the twelfth (12) calendar day after the date **SBC OHIO** notified Collocator its request has been granted, the application will be canceled. Physical Space is not reserved until **SBC OHIO**'s receipt of the confirmatory response in writing from the Collocator with applicable fees.
- 16.3** The delivery interval for Caged Wireless Collocation is determined by **SBC OHIO** taking into consideration the various factors set forth in Table (1) below including, without limitation, the number of all Wireless Collocation Applications submitted by Collocator, the type of Physical Space available for collocation, and the need for additional preparation of the space such as overhead racking, additional power or HVAC.

### **(Wireless Provider Doing Own Work) - Collocator Responsibilities**

#### **(Collocator Installs Interconnection and Power Cabling)**

The delivery interval assigned will be provided to the Collocator by **SBC OHIO** with the ten (10) calendar day space notification. Each complete and accurate Wireless Collocation Application received by **SBC OHIO** from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

**Table (1)**

Number of All Applications submitted by One Collocator per	Overhead Iron/Racking	Additional Power or HVAC is not Required for the	Additional Power or HVAC Required for the

**SBC OHIO/VERIZON WIRELESS**

112603

state or metering region	Iron/Racking Exists for Active Collocation Space Use	Does Not Exist for Active Collocation Space Use	assigned Inactive Collocation Space Use	assigned Inactive Collocation Space Use
1 - 10	60 calendar days	80 calendar days	140 calendar days	180 calendar days
11 - 20	65 calendar days	85 calendar days	145 calendar days	185 calendar days

- 16.4 Should the Collocator submit twenty-one (21) or more applications within ten (10) business days, the above delivery intervals will be increased by five (5) days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above. All Wireless Collocation Applications (except requests for Adjacent Structure Collocation) received by **SBC OHIO** from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals. The Caged collocation delivery interval ends when roughed in and the assigned space has been distinctly marked by **SBC OHIO**.
- 16.5 If Applications (1-4) are for Wireless Collocation Space where Active Collocation Space is available and overhead iron/racking exists, the delivery intervals assigned will be sixty (60) days. If Applications (5-6) are for Wireless Collocation Space and only Inactive Collocation Space exists and additional power or HVAC is not required, the delivery interval assigned will be one hundred forty (140) calendar days. If Applications (7-12) are for Wireless Collocation Space where Active Collocation Space is available and overhead iron/racking does not exist, the delivery intervals assigned to Applications (7-10) will be eighty (80) calendar days and for Applications (11-12) will be assigned eighty five (85) calendar days.
- 16.6 The second fifty percent (50%) payment must be received by **SBC OHIO** prior to the space being turned over to the Collocator. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to the Collocator by **SBC OHIO**.
- 16.7 For the following interconnection cabling Augments, the Collocator must submit a complete and accurate Wireless Collocation Application:
- 168 DS1 connections and/or
  - 48 DS3 connections and/or
  - 400 Copper (shielded or nonshielded) cable pair connections
  - 12 fiber pair connections
- This application must include an up-front payment of the Planning Fee and fifty percent (50%) of all applicable non-recurring charges.
- 16.8 The delivery interval for the above Augments is determined by **SBC OHIO** taking into consideration the various factors set forth in Table (2) below including, without limitation, the number of all Wireless Collocation Applications for the above Augments submitted by Collocator, the type of infrastructure available for collocation, and the need for additional preparation of the infrastructure such as overhead iron/racking and additional power. The delivery interval assigned will be provided to the Collocator by **SBC OHIO** with the ten (10) calendar day Augment notification. Each complete and accurate Wireless Collocation Application received by **SBC OHIO** from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

Number of All Applications submitted by One Collocator per state or metering region	Necessary Elements such as Iron/Racking and Power exist for Wireless Collocation Use	Necessary Elements such as Iron/Racking and Power does not exist for Wireless
---	--	---

## Collocation Use

1 – 10	30 calendar days	60 calendar days
11 – 20	35 calendar days	65 calendar days

**Interval (Collocator Installs Interconnection and Power Cabling)**

**16.9** Should the Collocator submit twenty-one (21) or more Wireless Collocation Applications or cabling Augments within ten (10) business days, the above delivery intervals will be increased by five (5) days for every five (5) additional application or fraction thereof. Any material revision to a Wireless Collocation Application for cabling Augments will be treated as a new application and will be subject to the delivery intervals set forth in Table (2) above. All applications received by **SBC OHIO** from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals.

**16.10** For example, but not by way of limitation, if a Collocator submits twelve (12) Wireless Collocation Applications for cabling Augments in a state, the delivery intervals assigned will depend on which variables apply within each Eligible Structure requested:

If Applications (1-4) are for Wireless Collocation cabling Augments where necessary elements such as overhead iron/racking and power exists, the delivery interval assigned will be thirty (30) days. If Applications (5-12) are for Wireless Collocation where necessary elements such as overhead iron/racking and power does not exist, the delivery interval assigned to Applications (5-10) will be sixty (60) calendar days and for Applications (11-12) sixty five (65) calendar days.

**16.11** For all Augments other than provided above, **SBC OHIO** will work cooperatively with Collocator to negotiate a mutually agreeable delivery interval.

Within twenty (20) calendar days or mutually agreed upon time, from **SBC OHIO's** receipt of the confirmatory response in writing to continue construction on the Wireless Collocation job requested along with the 50% payment of non-recurring charges (unless payment was received with application), Network Support and/or appropriate departments will schedule a walk through visit with the CMRS PROVIDER and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.

**17. RESERVATION OF RIGHTS**

The Parties acknowledge and agree that certain rights and obligations including without limitation, the ability to collocate and use equipment meeting the "necessary" standard, the provision of 251(c)(6) cross-connections, and adherence to certain policies and practices of assigning space set forth in this Appendix are subject to any legal or equitable rights of review and remedies (including agency reconsideration and court review). If any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory body or court of competent jurisdiction stays, modifies, or otherwise affects any of those rights and obligations, or the related rates, terms and conditions herein, specifically including those arising with respect to Federal Communications Commission's *Wireline Services Offering Advanced Telecommunications Capability*, Fourth Report and Order, FCC 01-204, CC Docket No. 98-147 (Rel. August 8, 2001) or any other proceeding, the affected rights, obligations, or the related rates and/or terms and conditions shall be (i) immediately and automatically invalidated, modified, or stayed consistent with the action of the legislative body, court or regulatory agency with respect to any collocation applications then pending (i.e., for physical collocation, the space has not been completed and turned over to the WIRELESS PROVIDER) and any thereafter submitted, and (ii) invalidated, modified or stayed consistent with the action of the legislative body, court or regulatory agency with respect to then existing collocation arrangements to the extent set forth in and in accordance with a written notice of either

Party. In any such event, the Parties shall expend diligent, good faith efforts to arrive at an agreement on any modifications that may be required to the Appendix as a result of such invalidation, modification, or stay, and any Party's notice. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or the provisions affected shall be handled under the Dispute Resolution procedures set forth in this Agreement.

## **18. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS**

Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the this Agreement are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions; interpretation; construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

## **19. OSHA STATEMENT**

- 19.1** Collocator, in recognition of **SBC OHIO's** status as an employer, agrees to abide by and to undertake the duty of compliance on behalf of **SBC OHIO** with all federal, state and local laws, safety and health regulations relating to the Physical Collocation Space which Collocator has assumed the duty to maintain pursuant to this Agreement, and to indemnify and hold **SBC OHIO** harmless for any judgments, citations, fines, or other penalties which are assessed against **SBC OHIO** as the result of Collocator's failure to comply with any of the foregoing. **SBC OHIO**, in its status as an employer, shall comply with all federal, state and local laws, safety and health standards and regulations with respect to the structural and those other portions of the Physical Collocation Space which **SBC OHIO** has agreed to maintain pursuant hereto.

## **20. NOTICES**

- 20.1** Except in emergency situations, **SBC OHIO** shall provide Collocator with written notice five (5) business days prior to those instances where **SBC OHIO** or its subcontractors may be undertaking a major construction project in the general area of the Physical Collocation Space or in the general area of the AC and DC power plants which support the Physical Collocation Space.
- 20.2** **SBC OHIO** will inform Collocator by telephone of any emergency-related activity that **SBC OHIO** or its subcontractors may be performing in the general area of the Physical Collocation Space occupied by Collocator or in the general area of the AC and DC power plants which support the Physical Collocation Space. Notification of any emergency related activity should be made to Collocator as soon as reasonably possible so that Collocator can take any action required to monitor or protect its service.
- 20.3** **SBC OHIO** will provide Collocator with written notification within ten (10) business days of any scheduled AC or DC power work or related activity in the Eligible Structure that will cause an outage or any type of power disruption to Collocator Telecom Equipment. **SBC OHIO** shall provide Collocator immediate notification by telephone of any emergency power activity that would impact Collocator Telecom Equipment.
- 20.4** Except as may be specifically permitted in this Agreement, any notice or demand, given by one party to the

other shall be in writing and shall be valid and sufficient if dispatched by registered or certified mail, return receipt requested, postage prepaid, in the United States mails, or by facsimile transmission; provided, however, that notices sent by such registered or certified mail shall be effective on the third business day after mailing and those sent by facsimile transmission shall only be effective on the date transmitted if such notice is also sent by such registered or certified mail no later than the next business day after transmission, all addressed as follows:



**THE OHIO BELL  
TELEPHONE COMPANY**  
October 30, 2001

APPENDIX PRICING  
SBC OHIO/CLEC  
Collocation Services

Collocation Services			Non-Recurring	Recurring
Ohio				
CAGE				
QUOTE SHEET				
			RATE	RATE
			MONTHLY	NON-
COST ELEMENT	UNIT	USOC	RECURRING	RECURRING
<b>SBC-PROVISIONED FACILITIES &amp; EQUIPMENT:</b>				
<b>REAL ESTATE</b>				
Site Conditioning	Per Sq. Ft. of space used by CLEC	S8FWB		\$29.90
Safety & Security	Per Sq. Ft. of space used by CLEC	S8F4N		\$58.10
Floor Space Usage	Per Sq. Ft. of space used by CLEC	S8F4L	\$7.56	
<b>COMMON SYSTEMS</b>				
Common Systems - Cage	Per Sq. Ft. of space used by CLEC	S8F4A	\$0.34	\$133.55
<b>POWER PROVISIONING</b>				
<b>Power Engineering:</b>				
ILEC-Vendor Engineering	Per Application	NRL6Q		\$668.20
DC Power Engineering	Per Application	NRL6P		\$719.48
<b>Power Panel:</b>				
50 Amp	Per Power Panel (CLEC Provides)	NONE		\$0.00
200 Amp	Per Power Panel (CLEC Provides)	NONE		\$0.00
<b>Power Cable and Infrastructure:</b>				
Power Cable Rack	Per Four Power Cables or Quad	S8F29	\$0.14	\$55.34
20 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE		\$0.00
40 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE		\$0.00
50 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE		\$0.00
100 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE		\$0.00
200 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE		\$0.00
<b>Equipment Grounding:</b>				
Ground Cable Placement	Per Standard or Non-Standard Equip. Bay	S8FCR	\$0.09	\$35.15
<b>POWER CONSUMPTION (Including HVAC)</b>				
20 Amps	Per 20 Amps	S8FPT	\$257.69	
40 Amps	Per 40 Amps	S8FQD	\$515.38	
50 Amps	Per 50 Amps	S8FPS	\$644.22	
100 Amps	Per 100 Amps	S8FQE	\$1,080.82	
200 Amps	Per 200 Amps	S8FQF	\$2,181.64	
400 Amps	Per 400 Amps	SP1QJ	\$4,323.29	
<b>FIBER CABLE PLACEMENT</b>				
<b>Central Office:</b>				
Fiber Cable	Per Fiber Cable Sheath (CLEC provides and pulls cable)	S8FQ9	\$13.56	\$1,015.89
Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$15.54	
<b>MISCELLANEOUS &amp; OPTIONAL COST:</b>				
<b>MISCELLANEOUS COSTS</b>				
Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	\$0.02	\$17.00
Bits Timing	Per two circuits	S8FQT	\$1.14	\$801.84
Space Availability Report	Per Premise	NRLYX		\$130.86
Security Access / ID Cards	Per Card	NRLZW		\$35.41
ID Card	Per Card	NONE		\$0.00
<b>Cage Prep Costs</b>				
Vendor Layout & Coord.	Per CLEC Cage	NRL6N		\$575.99
AC Circuits to Cage	Per CLEC Cage	NRL6O		\$638.85
Cage Fencing Placement	Per Linear Foot Cage Enclosure (CLEC Provides)			\$0.00
Cage Fencing Removal	Per Linear Foot Removed (CLEC Removes)			\$0.00
Cage Fencing Relocation	Per Linear Foot Relocated (CLEC Relocates)			\$0.00
Cage Door & Lock	Each (CLEC Provides)			\$0.00
Backboard	Each (CLEC Provides)			\$0.00
Signage	Each (CLEC Provides)			\$0.00

TBD-To be Det  
NR -Nonrec only  
ICB-Ind Case Basis  
NA-Not App  
## - USOC Under Dev

DRAFT - FOR NEG PURPOSES ONLY

Page 1 of 9

**THE OHIO BELL  
TELEPHONE COMPANY  
October 30, 2001**

APPENDIX PRICING  
SBC OHIO/CLEC  
Collocation Services

Collocation Services			Non-Recurring	Recurring
Overhead light	Each (CLEC Provides)			\$0.00
AC Electrical Outlet	Each (CLEC Provides)			\$0.00
<b>INTERCONNECTION COSTS:</b>				
<b>ILEC TO Carrier CONNECTION</b>				
Route Design	Per Application	NRL8R		\$1,213.48
Installation	Per Cable (CLEC Installs Cable)			
Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F48	\$4.65	\$195.60
Rack - Voice Grade	100 Copper Pairs			
Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWU	\$4.65	\$195.60
Rack - Voice Grade	100 Shielded Pairs			
DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	S8FQM	\$357.77	\$5,907.98
Rack - DS1 - DCS	28 DS1			
DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	S8F46	\$2.11	\$530.15
Rack - DS1 - DSX	28 DS1			
DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	S8F47	\$184.28	\$3,925.31
Rack - DS3 - DCS	1 DS3			
DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	S8FQN	\$0.98	\$187.56
Rack - DS3 - DSX	1 DS3			
Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	S8FQR	\$6.05	\$302.91
Fiber Racking per 24 Fiber Cable	Per Placement			
<b>CLEC TO Carrier CONNECTION</b>				
Route Design	Per Placement/Per Route	NRL6W		\$874.62
Cable Installation	Per Placement (CLEC Installs Cable)			
50 Pr Shielded Cable	Per Placement (CLEC Provides Cable)			
Cable Rack per 50 pr Cable	Per Placement	S8F4X	\$0.23	
DS-3 Coax Cable	Per Placement (CLEC Provides Cable)			
Cable Rack Per DS-3	Per Placement	S8F4Y	\$0.15	
4 Fiber Jumper	Per Placement (CLEC Provides Cable)			
Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F4Z	\$0.97	
24 Fiber Cable	Per Placement (CLEC Provides Cable)			
Fiber Racking per 24 Fiber Cable	Per Placement	S8F4G	\$0.46	
4 Inch Conduit	Per Placement (CLEC Provides)			
<b>SBC ACTIVITIES:</b>				
<b>ENGINEERING DESIGN</b>				
CO Survey and				
Collocation Area Implementation	Per Sq. Ft. of space used by CLEC	SP1QC		\$16.12
<b>PROJECT MANAGEMENT</b>				
<b>INITIAL</b>				
Application Processing	Per CLEC Application	NRL1D		\$845.05
Project Coordination	Per CLEC Application	NRL57		\$2,814.67
<b>AUGMENT</b>				
Application Processing	Per CLEC Application Augment	NRL1F		\$547.05
Project Coordination	Per CLEC Application Augment	NRL58		\$1,515.68
<b>TIME SENSITIVE ACTIVITIES</b>				
<b>PRE-VISIT</b>				
Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL11		\$26.51
Com. Tech. -Craft	Per 1/4 hour	NRL14		\$11.70
C.O. Mgr. -1 Lv	Per 1/4 hour	NRL12		\$14.96
Floor Space planner 1 Lv	Per 1/4 hour	NRL13		\$21.29
<b>CONSTRUCTION-VISIT</b>				
Project Mgr. -1 Lv	Per 1/4 hour	NRL15		\$21.29
Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL16		\$26.51

TBD-To be Det  
NR -Nonrec only  
ICB-Ind Case Basis  
NA-Not App  
## - USOC Under Dev

DRAFT - FOR NEG PURPOSES ONLY

Page 2 of 9

**THE OHIO BELL  
TELEPHONE COMPANY**  
October 30, 2001

APPENDIX PRICING  
SBC OHIO/CLEC  
Collocation Services

Collocation Services			Non-Recurring	Recurring
Ohio				
<b>CAGELESS QUOTE SHEET</b>				
			<b>RATE</b>	<b>RATE</b>
			<b>MONTHLY</b>	<b>NON-</b>
<b>COST ELEMENT</b>	<b>UNIT</b>	<b>USOC</b>	<b>RECURRING</b>	<b>RECURRING</b>
<b>SBC-PROVISIONED FACILITIES &amp; EQUIPMENT:</b>				
<b>REAL ESTATE</b>				
Site Conditioning	Per 10 Sq. Ft. of space (Standard Bay)	S8FWC		\$299.00
Safety & Security	Per 10 Sq. Ft. of space (Standard Bay)	S8FWG		\$581.90
Floor Space Usage	Per 10 Sq. Ft. of space (Standard Bay)	S8F9C	\$75.60	
Site Conditioning	Per 18 Sq. Ft. of space (Non-standard Bay)	S8FWD		\$538.20
Safety & Security	Per 18 Sq. Ft. of space (Non-standard Bay)	S8FWH		\$1,047.42
Floor Space Usage	Per 18 Sq. Ft. of space (Non-standard Bay)	S8F9E	\$136.08	
<b>COMMON SYSTEMS</b>				
Common Systems - Cageless	Per 10 Sq. Ft. of space (Standard Bay)	S8FWE	\$4.30	\$1,691.00
Common Systems - Cageless	Per 18 Sq. Ft. of space (Non-standard Bay)	S8FWF	\$7.74	\$3,043.80
<b>POWER PROVISIONING</b>				
<b>Power Engineering:</b>				
ILEC-Vendor Engineering	Per Application	NRL6Q		\$658.20
DC Power Engineering	Per Application	NRL6P		\$719.48
<b>Power Panel:</b>				
50 Amp	Per Power Panel (CLEC Provides)	NONE		\$0.00
200 Amp	Per Power Panel (CLEC Provides)	NONE		\$0.00
<b>Power Cable and Infrastructure:</b>				
Power Cable Rack	Per Four Power Cables or Quad	S8F29	\$0.14	\$55.34
20 Amp	Per Four Power Cables or Quad	NONE		\$0.00
40 Amp	Per Four Power Cables or Quad	NONE		\$0.00
50 Amp	Per Four Power Cables or Quad	NONE		\$0.00
100 Amp	Per Four Power Cables or Quad	NONE		\$0.00
200 Amp	Per Four Power Cables or Quad	NONE		\$0.00
<b>Equipment Grounding:</b>				
Ground Cable Placement	Per Standard or Non-Standard Equip. Bay	S8FCR	\$0.09	\$35.15
<b>POWER CONSUMPTION (Including HVAC)</b>				
20 Amps	Per 20 Amps	S8FPT	\$257.69	
40 Amps	Per 40 Amps	S8FQD	\$515.38	
50 Amps	Per 50 Amps	S8FPS	\$644.22	
100 Amps	Per 100 Amps	S8FQE	\$1,080.82	
200 Amps	Per 200 Amps	S8FQF	\$2,161.64	
400 Amps	Per 400 Amps	SP1QJ	\$4,323.28	
<b>FIBER CABLE PLACEMENT</b>				
<b>Central Office:</b>				
Fiber Cable	Per Fiber Cable Sheath (CLEC Provides and Pulls Cat	S8FQ9	\$13.56	\$1,015.89
Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$15.54	
<b>MISCELLANEOUS &amp; OPTIONAL COST:</b>				
<b>MISCELLANEOUS COSTS</b>				
Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	\$0.02	\$17.00
Bits Timing	Per two circuits	S8FQT	\$1.14	\$801.84
Space Availability Report	Per Premise	NRLYX		\$130.66
Security Access / ID Cards	Per Card	NRLZW		\$35.41
ID Card	Per Card	NONE		\$0.00
<b>CAGELESS / POT BAY OPTIONS</b>				
Equipment Bay	CLEC Provided			
Non Standard Bay	CLEC Provided			
VF/DS0 Termination Panel	CLEC Provided			
VF/DS0 Termination Module	CLEC Provided			
DDP-1 Panel	CLEC Provided			

TBD-To Be Determined

NR - Nonrec only

ICB-Ind Case Basis

NA-Not App

## - USOC Under Dev

DRAFT - FOR NEG PURPOSES ONLY

Page 3 of 9

**THE OHIO BELL  
TELEPHONE COMPANY  
October 30, 2001**

APPENDIX PRICING  
SBC OHIO/CLEC  
Collocation Services

Collocation Services			Non-Recurring	Recurring
DDP-1 Jack Access Card	CLEC Provided			
DS3/STS-1 Interconnect Panel	CLEC Provided			
DS3 Interconnect Module	CLEC Provided			
Fiber Optic Splitter Panel	CLEC Provided			
Fiber Termination Dual Module	CLEC Provided			
<b>INTERCONNECTION COSTS:</b>				
<b>ILEC TO Carrier CONNECTION</b>				
Route Design	Per Application	NRL6R		\$1,213.46
Installation	Per Cable (CLEC Installs Cable)			
Voice Grade Arrangement	100 Copper Pairs (CLEC Provides Cable)	S8F3E	\$4.65	\$195.60
Rack - Voice Grade	100 Copper Pairs			
Voice Grade Arrangement	100 Shielded Pairs (CLEC Provides Cable)	S8FWV	\$4.65	\$195.60
Rack - Voice Grade	100 Shielded Pairs			
DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	S8F2J	\$357.77	\$5,907.98
Rack - DS1 - DCS	28 DS1			
DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	S8F2P	\$2.11	\$530.15
Rack - DS1 - DSX	28 DS1			
DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	S8F21	\$184.28	\$3,925.31
Rack - DS3 - DCS	1 DS3			
DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	S8F25	\$0.98	\$187.56
Rack - DS3 - DSX	1 DS3			
Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	S8F49	\$6.05	\$302.91
Fiber Racking per 24 Fiber Cable	Per Placement			
<b>CLEC TO Carrier CONNECTION</b>				
Route Design	Per Placement/Per Route	NRL6W		\$874.62
Cable Installation	Per Placement (CLEC Installs)			
50 Pr Shielded Cable	Per Placement (CLEC Provides)			
Cable Rack per 50 pr Cable	Per Placement	S8F4X	\$0.23	
DS-3 Coax Cable	Per Placement (CLEC Provides)			
Cable Rack Per DS-3	Per Placement	S8F4Y	\$0.15	
4 Fiber Jumper	Per Placement (CLEC Provides)			
Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F4Z	\$0.07	
24 Fiber Cable	Per Placement (CLEC Provides)			
Fiber Racking per 24 Fiber Cable	Per Placement	S8F4G	\$0.46	
4 Inch Conduit	Per Placement (CLEC Provides)			
<b>SBC ACTIVITIES:</b>				
<b>ENGINEERING DESIGN</b>				
CO Survey and				
Collocation Area Implementation	Per Sq. Ft. of space used by CLEC	SP1QC		\$18.12
<b>PROJECT MANAGEMENT</b>				
<b>INITIAL</b>				
Application Processing	Per CLEC Application	NRL1D		\$845.05
Project Coordination	Per CLEC Application	NRL57		\$2,814.67
<b>AUGMENT</b>				
Application Processing	Per CLEC Application Augment	NRL1F		\$547.05
Project Coordination	Per CLEC Application Augment	NRL58		\$1,515.68
<b>TIME SENSITIVE ACTIVITIES</b>				
<b>PRE-VISIT</b>				
Colloc. Ser. Mgr. -2 Lv	Per 1/4 hour	NRL11		\$26.51
Com. Tech. -Craft	Per 1/4 hour	NRL14		\$11.70
C.O. Mgr. -1 Lv	Per 1/4 hour	NRL12		\$14.96
Floor Space planner 1 Lv	Per 1/4 hour	NRL13		\$21.29

TBD-To be Del  
NR -Nonrec only  
ICB-Ind Case Basis  
NA-Not App  
## - USOC Under Dev

DRAFT - FOR NEG PURPOSES ONLY

Page 4 of 9

THE OHIO BELL  
TELEPHONE COMPANY  
October 30, 2001

APPENDIX PRICING  
SBC OHIO/CLEC  
Collocation Services

Collocation Services			Non-Recurring	Recurring
<b><u>CONSTRUCTION-VISIT</u></b>				
Project Mgr. -1 Lv	Per 1/4 hour	NRL15		\$21.29
Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL16		\$26.51

TBD-To be Det  
NR -Nonrec only  
ICB-Ind Case Basis  
NA-Not App  
## - USOC Under Dev

DRAFT - FOR NEG PURPOSES ONLY

Page 5 of 9

THE OHIO BELL  
TELEPHONE COMPANY  
October 30, 2001

APPENDIX PRICING  
SBC OHIO/CLEC  
Collocation Services

Collocation Services			Non-Recurring	Recurring
Ohio	ADJACENT STRUCTURE COST SUMMARY			
NOTE: Applicable Physical Collocation Cost Elements apply upon entrance to Eligible Structure				
			RATE	RATE
			MONTHLY	NON-
COST ELEMENT	UNIT	USOC	RECURRING	RECURRING
SBC-PROVISIONED FACILITIES & EQUIPMENT:				
REAL ESTATE				
Floor Space Usage	Per Sq. Ft. of land used by CLEC	S8F55	\$0.00	
CONDUIT PLACEMENT				
Co to Adjacent Structure	Per Linear Foot per 7 Ducts	NRL8L		\$356.82
Set Up and Wall Coring	Per Placement	S8F8E		\$6,636.56
DC POWER PROVISIONING				
Power Engineering:				
DC Power Engineering	Per Placement	S8F8V		\$719.48
50 Amp DC Power Extension				
50 Amp Power Panel	Per Power Panel (CLEC Provides)	NONE		\$0.00
ILEC-Vendor Engineering	Per Four Power Cables (quad)	S8FWZ		\$6,615.18
50 Amp Cable Extension	Per Cable Quad Per Linear Foot (CLEC Provides Cable)	NONE		\$0.00
200 Amp DC Power Extension				
200 Amp Power Panel	Per Power Panel (CLEC Provides)	NONE		\$0.00
ILEC-Vendor Engineering	Per Four Power Cables (quad)	S8FW3		\$6,615.18
200 Amp Cable Extension	Per Cable Quad Per Linear Foot (CLEC Provides Cable)			
DC POWER CONSUMPTION				
20 Amps	Per 20 Amps	S8FWJ	\$175.07	
40 Amps	Per 40 Amps	S8FNK	\$350.13	
50 Amps	Per 50 Amps	S8FWK	\$437.67	
100 Amps	Per 100 Amps	S8FWL	\$875.33	
200 Amps	Per 200 Amps	S8F3U	\$1,750.67	
AC POWER PROVISIONING				
100 Amp AC Power Extension	Per Linear Foot (CLEC Installs)			
AC Power	Per KWH	S8F56	\$0.07	
SBC ACTIVITIES:				
ENGINEERING DESIGN				
CO Site Survey		NRL84		\$2,896.56
PROJECT MANAGEMENT				
INITIAL				
Application Processing	Per CLEC Application	NRL6X		\$674.76
Project Coordination	Per CLEC Application	NRL6Z		\$4,779.61
AUGMENT				
Application Processing	Per CLEC Application Augment	NRL8Y		\$547.05
Project Coordination	Per CLEC Application Augment	NRL83		\$2,257.13
OPTIONAL COST:				
FIBER CABLE PLACEMENT				
Fiber Cable Engineering	Per Placement	S8FW6		\$736.54
Fiber Cable /Rack	Per Fiber Cable Sheath/Rack (CLEC provides and pull)	S8FW7	\$5.09	
Innerduct Placement	Per Linear Foot	S8FW8		\$1.60
INTERCONNECTION COSTS:				
INTERCONNECTION EXTENSION				
VG, DS0 & DS1 Extension (50 Pair Copper Cable)	Per Linear Foot (Clec Provides Cable)			
VG, DS0 & DS1 Extension (50 Pair Shielded Cable)	Per Linear Foot (Clec Provides Cable)			
DS3 Extension - 1 DS3 (Coax Cable)	Per Linear Foot (Clec Provides Cable)			

TBD-To be Det

NR -Nonrec only

ICB-Ind Case Basis

NA-Not App

## - USOC Under Dev

DRAFT -FOR NEG PURPOSES ONLY

Page 6 of 9

**THE OHIO BELL  
TELEPHONE COMPANY**  
October 30, 2001

APPENDIX PRICING  
SBC OHIO/CLEC  
Collocation Services

<u>Collocation Services</u>			<u>Non-Recurring</u>	<u>Recurring</u>
Optical Extension (4 Fiber Jumper)	Per Linear Foot (CLEC Provides Cable)			
<b><u>INTERCONNECTION COSTS:</u></b>				
<b><u>ILEC TO Carrier CONNECTION</u></b>				
Route Design	Per Application	NRL8P		\$1,213.46
Installation	Per Cable (CLEC Installs)			
Voice Grade Arrangement	100 Copper Pairs (CLEC Provides Cable)	S8F3G	\$4.65	\$195.60
Rack - Voice Grade	100 Copper Pairs			
Voice Grade Arrangement	100 Shielded Pairs (CLEC Provides Cable)	S8FWW	\$4.65	\$195.60
Rack - Voice Grade	100 Shielded Pairs			
DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	S8F2L	\$357.77	\$5,907.98
Rack - DS1 - DCS	28 DS1			
DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	S8F2R	\$2.11	\$530.15
Rack - DS1 - DSX	28 DS1			
DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	S8F23	\$184.28	\$3,925.31
Rack - DS3 - DCS	1 DS3			
DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	S8F27	\$0.98	\$187.56
Rack - DS3 - DSX	1 DS3			
Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	S8F3N	\$6.05	\$302.91
Fiber Racking per 24 Fiber Cable	Per Placement			
<b><u>CLEC TO Carrier CONNECTION</u></b>				
Route Design	Per Placement	NRL8Q		\$874.62
Cable Installation	Per Placement (CLEC Installs)			
50 Pr Shielded Cable	Per Placement (CLEC Provides Cable)			
Cable Rack per 50 pr Cable	Per Placement	S8F57	\$0.23	
DS-3 Coax Cable	Per Placement (CLEC Provides Cable)			
Cable Rack Per DS-3	Per Placement	S8F58	\$0.15	
4 Fiber Jumper	Per Placement (CLEC Provides Cable)			
Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F59	\$0.97	
24 Fiber Cable	Per Placement (CLEC Provides Cable)			
Fiber Racking per 24 Fiber Cable	Per Placement	S8F61	\$0.48	
4 Inch Conduit	Per Placement (CLEC Provided)			
<b><u>TIME SENSITIVE ACTIVITIES</u></b>				
Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL11		\$26.51
Com. Tech. -Craft	Per 1/4 hour	NRL14		\$11.70
C.O. Mgr. -1 Lv	Per 1/4 hour	NRL12		\$14.96
Floor Space planner 1 Lv	Per 1/4 hour	NRL13		\$21.29
Project Mgr. -1 Lv	Per 1/4 hour	NRL15		\$21.29
Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL16		\$26.51

TBD-To be Det  
NR -Nonrec only  
ICB-Ind Case Basis  
NA-Not App  
## - USOC Under Dev

DRAFT - FOR NEG PURPOSES ONLY

Page 7 of 9

**THE OHIO BELL  
TELEPHONE COMPANY**  
October 30, 2001

APPENDIX PRICING  
SBC OHIO/CLEC  
Collocation Services

Collocation Services			Non-Recurring	Recurring
Ohio				
<b>VIRTUAL COLLOCATION QUOTE SHEET</b>				
			<b>RATE</b>	<b>RATE</b>
			<b>MONTHLY</b>	<b>NON-</b>
<b>COST ELEMENT</b>	<b>UNIT</b>	<b>USOC</b>	<b>RECURRING</b>	<b>RECURRING</b>
<b>SBC-PROVISIONED FACILITIES &amp; EQUIPMENT:</b>				
<b>REAL ESTATE</b>				
Floor Space	Per 10 Sq. Ft. of space (Standard Bay)	S8F62	\$36.27	
Floor Space	Per 18 Sq. Ft. of space (Non-standard Bay)	S8F63	\$65.28	
Storage Cabinet - Floor Space	Per 10 Sq. Ft. of space (Standard Bay)	S8F66	\$36.27	
Storage Cabinet - Floor Space	Per 18 Sq. Ft. of space (Non-standard Bay)	S8F67	\$65.28	
<b>EQUIPMENT BAYS</b>				
Equipment Bay Standard	Per Standard Bay (CLEC Provides)			
Equipment Bay Non-Standard	Per Non-Standard Bay (CLEC Provides)			
<b>COMMON SYSTEMS</b>				
Common Systems - Standard Bay	Per Standard Equipment Bay	S8F64	\$16.20	
Common Systems - Non-Standard Bay	Per Non-Standard Bay	S8F65	\$29.16	
<b>POWER PROVISIONING</b>				
<b>Power Engineering:</b>				
ILEC-Vendor Engineering	Per Application	NRLJX		\$668.20
DC Power Engineering	Per Application	NRLFU		\$719.48
<b>Power Panel:</b>				
50 Amp	Per Power Panel (CLEC Provides)			
<b>Power Cable and Infrastructure:</b>				
Power Cable Rack Occupancy	Per Four Power Cables or Quad	S8F68	\$0.80	
20 Amp	Per Four Power Cables or Quad (CLEC Provides)			
40 Amp	Per Four Power Cables or Quad (CLEC Provides)			
50 Amp	Per Four Power Cables or Quad (CLEC Provides)			
<b>Equipment Grounding:</b>				
Ground Cable Placement	Per CLEC Equipment or Cabinet Bay	S8F69	\$0.56	
<b>POWER CONSUMPTION</b>				
DC Power Usage	Per Amp	S8F78	\$9.96	
<b>FIBER CABLE PLACEMENT</b>				
Fiber Cable Placement	Per Fiber Cable Sheath	S8F79	\$8.88	\$3,039.76
Entrance Conduit	Per Fiber Cable Sheath	S8F8G	\$15.54	
<b>SBC ACTIVITIES:</b>				
<b>ENGINEERING DESIGN</b>				
CO Survey				
<b>PROJECT MANAGEMENT</b>				
<b>INITIAL</b>				
Application Processing	Per CLEC Application	NRL1U		\$501.03
Project Coordination	Per CLEC Application	NRL59		\$3,223.11
<b>AUGMENT</b>				
Application Processing	Per CLEC Application Augment	NRL56		\$373.32
Project Coordination	Per CLEC Application Augment	NRL5Z		\$1,515.68
<b>TIME SENSITIVE ACTIVITIES</b>				
<b>TRAINING</b>				
Communication Technician	Per 1/2 Hour	NRLJY		\$23.39
C O Manager (LFO)	Per 1/2 Hour	NRLMO		\$29.92
Power Engineer	Per 1/2 Hour	NRLNQ		\$42.57
Equipment Engineer	Per 1/2 Hour	NRLP6		\$42.57
<b>EQUIPMENT MAINTENANCE COST</b>				
Communication Technician (NOC)	Per 1/4 Hour	NRLVH		\$11.70

TBD-To be Det  
NR -Nonrec only  
ICB-Ind Case Basis  
NA-Not App  
## - USOC Under Dev

DRAFT - FOR NEG PURPOSES ONLY

Page 8 of 9



**THE OHIO BELL  
TELEPHONE COMPANY**  
October 30, 2001

APPENDIX PRICING  
SBC OHIO/CLEC  
Collocation Services

	Collocation Services		Non-Recurring	Recurring
<b>EQUIPMENT EVALUATION COST</b>				
Equipment Engineer	Per 1/2 Hour	NRLP7		\$42.57
<b>CONSTRUCTION COORDINATION</b>				
Communication Technician	Per 1/2 Hour	NRLVD		\$23.39
<b>TEST &amp; ACCEPTANCE</b>				
Communication Technician	Per 1/2 Hour	NRLVD		\$23.39
<b>INTERCONNECTION COSTS:</b>				
<b>ILEC TO Carrier CONNECTION</b>				
Route Design	Per Placement	NRLWF		\$1,213.46
Cable Installation	Per Arrangement			
Voice Grade Arrangement	100 Copper Pairs	S8F82	\$2.02	\$195.60
Includes Rack & Maintenance-Voice Gr	100 Copper Pairs			
Voice Grade Arrangement	100 Shielded Pairs	S8F83	\$2.02	\$195.60
Includes Rack & Maintenance-Voice Gr	100 Shielded Pairs			
DS1 Arrangement - DCS	28 DS1	S8F8X	\$357.77	\$5,907.98
Includes Rack & Maintenance - DS1 - C	28 DS1			
DS1 Arrangement - DSX	28 DS1	S8F8Y	\$2.11	\$530.15
Includes Rack & Maintenance - DS1 - C	28 DS1			
DS3 Arrangement - DCS	1 DS3	S8F8Z	\$184.28	\$3,925.31
Includes Rack & Maintenance - DS3 - C	1 DS3			
DS3 Arrangement - DSX	1 DS3	S8F81	\$0.98	\$187.56
Includes Rack & Maintenance - DS3 - C	1 DS3			
4 Fiber Jumper	per Placement	S8F84	\$5.55	\$151.45
Fiber Raceway per 4 Fiber Jumper	Per Placement			
<b>CLEC TO Carrier CONNECTION</b>				
Route Design	Per Placement/Per Route	NRLWG		\$958.04
Cable Installation	Per Placement (CLEC Installs)			
50 Pr Shielded Cable	Per Placement (CLEC Provides)			
Cable Rack per 50 pr Cable	Per Placement	S8F85	\$0.32	
DS-3 Coax Cable	Per Placement (CLEC Provides)			
Cable Rack Per DS-3	Per Placement	S8F86	\$0.21	
4 Fiber Jumper	Per Placement (CLEC Provides)			
Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F87	\$1.35	
24 Fiber Cable	Per Placement (CLEC Provides)			
Fiber Racking per 24 Fiber Cable	Per Placement	S8F88	\$0.63	
<b>MISCELLANEOUS COSTS</b>				
Timing Lead (1 pair per circuit)	Per Linear Foot, per pair	S8F8W	\$0.04	\$17.00
Bits Timing	Per two circuits	S8F7Z	\$2.02	\$801.84

TBD-To be Det  
NR -Nonrec only  
ICB-Ind Case Basis  
NA-Not App  
## - USOC Under Dev

DRAFT - FOR NEG PURPOSES ONLY

Page 9 of 9

**AMENDMENT TO**  
**Interconnection Agreement for a**  
**Wireless System Under Sections 251 and 252**  
**of the Telecommunications Act of 1996**

**Dated as of October 28, 2001**

**by and between**

**AMERITECH MICHIGAN**

**AND**

**VERIZON WIRELESS**

**by and between**

**SBC OHIO**

**AND**

**VERIZON WIRELESS**

**In the State of Ohio**

WHEREAS, New Par, a general partnership, GTE Wireless of the Midwest, Inc., Celco Partnership, Hamilton Cellular Telephone Company, and Springfield Cellular Telephone, all d/b/a Verizon Wireless (collectively, "Carrier") filed a petition for arbitration with the Public Utilities Commission of Ohio (the "Ohio Commission") in Case No. 03-515-TP-ARB (the "Arbitration"), requesting to adopt terms of a Michigan interconnection agreement, entitled "Interconnection Agreement for a Wireless System under Sections 251 and 252 of the Telecommunications Act of 1991 dated as of October 28, 2001, by and between Ameritech Michigan and Verizon Wireless," pursuant to Paragraph 43 of the Federal Communications Commission's SBC/Ameritech Merger Condition Order dated October 8, 1999, CC Docket No. 98-141 (the "Merger Order");

WHEREAS, in the Arbitration, Carrier and The Ohio Bell Telephone Company d/b/a SBC Ohio ("SBC Ohio") disagreed what provisions were adoptable pursuant to the Merger Order from the Michigan interconnection agreement; and,

WHEREAS, the Ohio Commission issued Orders dated July 24, 2003 and November 13, 2003, in the Arbitration (the "Ohio Commission Order"); and,

WHEREAS, Carrier and SBC Ohio, without waiving their rights to appeal the Ohio Commission Order, enter this Amendment in compliance with the Ohio Commission Order.

THEREFORE, the Interconnection Agreement (the "Agreement") by and between SBC Ohio and Carrier is hereby amended as shown below.

1. The Table of Contents is amended to add the following references:

APPENDIX – WIRELESS EMERGENCY SERVICE ACCESS (E9-1-1)  
APPENDIX – APPENDIX WIRELESS COLLOCATION

2. The first paragraph following the Table of Contents is amended to read:

This Agreement, dated October 28, 2001, ("Effective Date") is by and between The Ohio Bell Telephone Company d/b/a SBC Ohio ("SBC Ohio" or "Ameritech") and New Par, a general partnership, GTE Wireless of the Midwest, Inc., Celco Partnership, Hamilton Cellular Telephone Company, and Springfield Cellular Telephone, all d/b/a Verizon Wireless (collectively, "Carrier") for Interconnection for a Commercial Mobile Radio Service provider under Sections 251 and 252 of the Federal Telecommunications Act of 1996 (the "Act").

3. The clause "WHEREAS, SBC Ameritech is a Local Exchange Carrier in the state of Michigan;" is amended to read:

"WHEREAS, SBC Ohio is a Local Exchange Carrier in the state of Ohio;"

4. The clause "WHEREAS, Carrier, through one or more affiliates, is a Commercial Mobile Radio Service provider operating within the state of Michigan;" is amended to read:

"WHEREAS, Carrier, through one or more affiliates, is a Commercial Mobile Radio Service provider operating within the state of Ohio;"

5. The clause "WHEREAS, Ameritech and Carrier are Parties to an agreement known as the "Interconnection Agreement for a Wireless System Under Sections 251 and 252 of the Telecommunications Act of 1996" dated October 28, 1999 ("Prior Agreement") and intend this Agreement to supersede and replace the Prior Agreement" is amended to read:

"WHEREAS, SBC Ohio and Carrier are Parties to an agreement known as the "Interconnection Agreement for a Wireless System Under Sections 251 and 252 of the Telecommunications Act of 1996" dated March 30, 1999 ("Prior Agreement") and intend this Agreement to supersede and replace the Prior Agreement."

6. The definition of "Commission" in the Agreement is amended to read:

"Commission" means the Public Utilities Commission of Ohio.

7. The definition of "TSLRIC" is deleted.

8. Sections 3.2.2, 3.2.3, 3.2.4 and 3.2.9 are amended to read:

3.2.2 Facilities. Interconnection shall be accomplished through Type 2 or Type 1 Facilities. Type 1 Facilities shall be Mobile-to-Land only. Any trunk facilities used for Interconnection provided by SBC Ohio will be provided at the rates set forth in FCC Tariff No. 2, as modified by SBC Ohio's P.U.C.O. No. 20 part 21 section 2.

3.2.3 Type 2 Facilities. SBC Ohio will provide Type 2A and Type 2B Facilities, at the rates set forth in FCC Tariff No. 2, as modified by SBC Ohio's P.U.C.O. No. 20 part 21 section 2, at the Carrier's option for the purpose of interchanging calls between Customers of SBC Ohio and Customers of the Carrier.

3.2.4 Type 1 Facilities. SBC Ohio will provide Type 1 Facilities for Mobile-to-Land calls only, pursuant to rates set forth in FCC Tariff No. 2, as modified by SBC Ohio P.U.C.O. No. 20 part 21 section 2, for the purpose of interchanging calls between customers of Carrier and customers of SBC Ohio. Type 1 Facilities in the Land to Mobile direction which are in place as of the Effective Date of this Agreement may remain in place throughout the term of this Agreement, provided, however, that SBC Ohio shall not be obligated to provision additional Land to Mobile Type 1 Facilities to Carrier at any location where such facilities are not currently in place.

3.2.9 Billing. Nonrecurring and recurring rates for Type 1 and Type 2 Facilities are FCC Tariff No. 2, as modified by SBC Ohio's P.U.C.O. No. 20 part 21 section 2.

9. Section 6.8.3 is replaced with:

6.8.3 Pursuant to the procedure established in Section 6.8.2 hereof regarding the use of state specific network engineering information, state specific InterMTA traffic studies, and/or other support to establish the percentage of traffic exchanged hereunder deemed InterMTA Traffic, Carrier has provided Ameritech during the negotiation of this

Agreement with certain confidential network traffic information relating to Carrier's network architecture, including, but not limited to, information regarding the degree to which toll free services are delivered over separate facilities obtained by Carrier, the degree to which Carrier has established direct connections with other Telecommunications Carriers for its CMRS traffic in the state, and the coverage and nature of Carrier's Telecommunications services in the state. Based on such confidential network traffic information and certain other information otherwise known to Ameritech and notwithstanding the InterMTA Traffic percentage stated in Section 6.8.2, the Parties agree that the revised percentage of Carrier to Ameritech traffic exchanged hereunder deemed to be InterMTA Traffic shall be four percent (4%), which percentage shall be effective during the Initial Term and thereafter until modified as provided in Section 6.8.2

10. Sections 16.1 and 16.2 are amended to read:

- 16.1 SBC Ohio represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the state of Ohio, that SBC Telecommunications, Inc. has full power and authority to execute and deliver this Agreement as agent for SBC Ohio, and that SBC Ohio has full power and authority to perform its obligations hereunder.
- 16.2 Carrier represents and warrants that Celco Partnership, GTE Wireless of the Midwest, Inc., Hamilton Cellular Telephone Company, New Par, and Springfield Cellular Telephone are duly organized, validly existing, and in good standing, and have full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

11. Section 21.0 is amended to read:

21.0 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Ohio without reference to conflict of law provisions, except insofar as the Act or the FCC's rules and regulations may control any aspect of this Agreement.

12. Section 27.0 is amended to read:

27.0 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 address of the Parties:

To Carrier:

Charon Phillips  
ATTN: Regulatory Counsel

1300 I (Eye) Street NW, Suite 400 West  
Washington, D.C. 20005  
202-589-3777  
Fax: 202-589-3750:  
Email Address: [charon.phillips@verizonwireless.com](mailto:charon.phillips@verizonwireless.com)

With a copy to:

John L. Clampitt  
ATTN: MTS  
2785 Mitchell Drive, MS 7-1  
Walnut Creek, CA 94598  
925-279-6266  
Fax: 925-279-6621  
Email Address: [john.clampitt@verizonwireless.com](mailto:john.clampitt@verizonwireless.com)

To SBC Ohio:

SBC Ohio  
Contract Administration  
ATTN: Notices Manager  
311 S. Akard St.,  
9th Floor, Four SBC Plaza  
Dallas, TX 75202-5398  
214-464-6776  
Fax: 214-464-2006

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.

13. Section 33.0 is amended to read:

### 33.0 PRIOR AGREEMENT

There is currently in effect an "Interconnection Agreement for a Wireless System Under Sections 251 and 252 of the Telecommunications Act of 1996" dated March 30, 1999, between The Ohio Bell Telephone Company d/b/a SBC Ohio and New Par, GTE Wireless of the Midwest Incorporated, Hamilton Cellular Telephone company, Celco Partnership, and Springfield Cellular Telephone Company all d/b/a Verizon Wireless, as amended ("Prior Agreement"). The Prior Agreement shall remain in full force and effect until this Agreement is approved by the Commission, at which time the rates in this Agreement shall go into effect and the Prior Agreement shall automatically terminate and shall be superseded by this Agreement. This Agreement

shall apply to Verizon Wireless and its affiliates including the following ACNAs:  
DTC and CUM.

14. The pricing contained in Attachments is hereby amended to read as follows:

**Attachment A and B**  
**Cellular/PCS Appendix Pricing**

1.

**Attachment A  
Reciprocal Compensation Rates**

<b><u>Mobile to Land</u></b>	<b><u>Per Minute Of Use</u></b>
End Office Switching:	0.0036
Tandem Switching:	0.000623
Tandem Transport:	0.000146
Tandem Transport Facility Mileage: (Distance measured from Ameritech Tandem to end office)	<b><u>Per Minute/Per Mile</u></b> 0.000006
<b><u>Land to Mobile</u></b>	<b><u>0.004369</u></b>
<b><u>2A Rate (Tandem plus End Office)</u></b>	<b><u>Plus the actual mileage billed for mobile to land</u></b>

**InterMTA Traffic Rate**

InterMTA Rate (to be paid per Conversation MOU to Telco by Carrier on  
applicable Carrier to Telco InterMTA calls):

\$0.004853



**Attachment B**  
**Transit Traffic Charges**

Per Minute of Use

Calls originating on Carrier's network and terminating to another Carrier's network and transiting Ameritech's network	\$0.005001
--	------------

**Attachment C**  
**Report Charges**

Type 2 Transit Traffic Report Mobile-to-Land  
per report, per ACNA, per State, per month

\$100.00

Additional Copy

no charge

**Attachment D**  
**Type 2 Transit Traffic Report Mobile-to-Land**

Intentionally left blank

**Attachment E**  
**High Bandwidth Shared Facility Charges**  
**(pursuant to Section 8.1.4 of the Agreement)**

Statewide rate per DSI equivalent:

267.39

16. In entering into this MFN Agreement, the Parties acknowledge and agree that neither Party is waiving, and each Party hereby expressly reserves, any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in this MFN Agreement, with respect to any orders, decisions, legislation or proceedings and any remands by the FCC, state utility commission, court, legislature or other governmental body including, without limitation, any such orders, decisions, legislation, proceedings, and remands which were issued, released or became effective prior to the Effective Date of this MFN Agreement, or which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review.

**17. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS IN THE UNDERLYING AGREEMENT REMAIN UNCHANGED.**

18. This Amendment shall be filed (under Case No. 03-515-TP-ARB) with and is subject to approval by the Commission and shall become effective ten (10) days following approval by such Commission.

19. The Parties acknowledge and agree that: (a) the Agreement incorporates certain provisions, specifically the definitions of "Type 2A Facility" and "Type 2B Facility," and Sections 3.2.7, 4.2.1(a), 7.1.5, 8.1.3, 8.2.2, 10.2, 11.4 and 15.1, each noted in the Agreement by **bold-faced, underlined and italicized type**, ("the Non-Voluntary Terms"), which were ordered into the Agreement by the Public Utilities Commission of Ohio's Decision in Case No. 03-515-TP-ARB ("Ohio Commission Order"); (b) SBC Ohio asserted in the Arbitration such provisions were non-voluntarily provisions of the ported Michigan agreement and not subject to porting under the Merger Order; and, (c) the Non-Voluntary Terms are being provided to Carrier as a result of such Ohio Commission Decision. The Parties further acknowledge and agree that the Non-Voluntary Terms in the Agreement may be subject to any legal or equitable rights of review and remedies (including agency reconsideration and court review). In the event that reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory body or court of competent jurisdiction stays, modifies such Ohio Commission Decisions or otherwise affects such Non-Voluntary Terms, either Party may, by providing written notice to the other Party, require that such Non-Voluntary Terms be

deleted or renegotiated, as applicable, in good faith and that the Agreement be amended accordingly. If such modifications to the Agreement are not executed within sixty (60) calendar days after the date of such notice, a Party may pursue any rights available to it under the Agreement. It is SBC Ohio's opinion that because the Non-Voluntary Terms are being incorporated herein solely due to the Ohio Commission Decision and constitute arbitration results, the Non-Voluntary and legitimately related Terms do not qualify for portability into Illinois under 220 ILCS 5/13-801(b) or Condition 27 of the SBC/Ameritech Merger Order issued by the Illinois Commerce Commission in Docket No. 98-0555.

20. The underlying Agreement is attached hereto. For convenience, the provisions of the underlying Agreement modified by this Amendment are shown with strikethroughs.

21. The reciprocal compensation rates provided in this Amendment shall not supercede rates implemented between the Parties pursuant to the ISP Amendment executed by the parties November 18, 2003, filed with the Public Utilities Commission of Ohio on November 25, 2003 in Case No. 03-2326-TP-AEC, and attached hereto as Attachment 1 to this Amendment and incorporated herein.

This Amendment to the Agreement was exchanged in triplicate on this \_\_\_\_ day of December, 2003, by The Ohio Bell Telephone Company, d/b/a SBC Ohio, signing by and through its duly authorized representative, and New Par, a general partnership, GTE Wireless of the Midwest, Inc., Cellco Partnership, Hamilton Cellular Telephone Company, and Springfield Cellular Telephone, all d/b/a Verizon Wireless.

New Par d/b/a Verizon Wireless  
By Verizon Wireless (VAW) LLC,  
Its General Partner

The Ohio Bell Telephone Company d/b/a  
SBC Ohio by SBC Telecommunications, Inc.,  
Its authorized agent

GTE Wireless of the Midwest  
Incorporated d/b/a Verizon Wireless

Hamilton Cellular Telephone  
Company d/b/a Verizon Wireless  
By New Par, Its General Partner  
By Verizon Wireless (VAW) LLC,  
Its General Partner

Cellco Partnership d/b/a Verizon  
Wireless

Springfield Cellular Telephone  
Company d/b/a Verizon Wireless  
By New Par, Its General Partner  
By Verizon Wireless (VAW) LLC,  
Its General Partner

By: 

Title: Area Vice President - Network

Name: David R. Heverling

Date: 122203

By: 

Title for/ President -- Industry Markets

Name: Mike Auinbaub

(Print or Type)

Date: DEC 19 2003

**AMENDMENT TO  
INTERCONNECTION AGREEMENT  
BY AND BETWEEN  
THE OHIO BELL TELEPHONE COMPANY d/b/a SBC OHIO  
AND  
NEW PAR, GTE WIRELESS OF THE MIDWEST INCORPORATED, CELCO PARTNERSHIP,  
HAMILTON CELLULAR TELEPHONE COMPANY and SPRINGFIELD CELLULAR TELEPHONE  
COMPANY all d/b/a VERIZON WIRELESS**

The Ohio Bell Telephone Company<sup>1</sup> d/b/a SBC Ohio, as the Incumbent Local Exchange Carrier in Ohio, (hereafter, "ILEC") and New Par, GTE Wireless of the Midwest Incorporated, Hamilton Cellular Telephone Company, Celco Partnership and Springfield Cellular Telephone Company d/b/a Verizon Wireless (collectively "VZW") as a Competitive Local Exchange Carrier ("CLEC"), an Independent Local Exchange Carrier ("Independent") or Commercial Mobile Radio Service ("CMRS") provider in Ohio, (referred to as "CARRIER"), in order to amend, modify and supersede any affected provisions of their Interconnection Agreement with ILEC in Ohio ("Interconnection Agreement"), hereby execute this Reciprocal Compensation Amendment for ISP-Bound Traffic and Federal Telecommunications Act Section 251(b)(5) Traffic (Adopting FCC's Interim ISP Terminating Compensation Plan) ("Amendment"). CLEC and Independent are also referred to as a "LEC."

**1.0 Scope of Amendment**

- 1.1 On or about May 9, 2003, ILEC made an offer to all telecommunications carriers in the state of Ohio (the "Offer") to exchange traffic on and after June 1, 2003 under Section 251(b)(5) of the Act pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan 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, 99-68 (rel. April 27, 2001) ("FCC ISP Compensation Order") which was remanded but not vacated in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).
- 1.2 The purpose of this Amendment is to include in CARRIER's Interconnection Agreement the rates, terms and conditions of the FCC's interim ISP terminating compensation plan for the exchange of ISP-bound traffic lawfully compensable under the FCC ISP Compensation Order ("ISP-bound Traffic") and traffic lawfully compensable under Section 251(b)(5) ("Section 251(b)(5) Traffic").
- 1.3 This Amendment is intended to supercede any and all contract sections, appendices, attachments, rate schedules, or other portions of the underlying Interconnection Agreement that set forth rates, terms and conditions for the terminating compensation for ISP-bound Traffic and Section 251(b)(5) Traffic exchanged between ILEC and CARRIER. Any inconsistencies between the provisions of this Amendment and provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Amendment.
2. Rates, Terms and Conditions of FCC's Interim Terminating Compensation Plan for ISP-Bound Traffic and Section 251(b)(5) Traffic
  - 2.1 ILEC and CARRIER hereby agree that the following rates, terms and conditions shall apply to all ISP-bound Traffic and all Section 251(b)(5) Traffic exchanged between the Parties on and after the date this Amendment becomes effective pursuant to Section 4.1 of this Amendment.

<sup>1</sup> The Ohio Bell Telephone Company ("Ohio Bell"), an Ohio corporation, is a wholly-owned subsidiary of SBC Midwest, which owns the former Bell operating companies in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. Ohio Bell uses the registered trade name SBC Ohio. SBC Midwest is a wholly owned subsidiary of SBC Communications Inc.

## 2.2 Reciprocal Compensation Rate Schedule for ISP-bound Traffic and Section 251(b)(5) Traffic:

2.2.1 The rates, terms, conditions in this section apply only to the termination of ISP-bound Traffic and Section 251(b)(5) Traffic, and ISP-bound Traffic is subject to the growth caps and new local market restrictions stated in Sections 2.3 and 2.4 below. Notwithstanding anything contrary in this Amendment, the growth caps in Section 2.3 and the rebuttable presumption in Section 2.6 only apply to LECs.

2.2.2 The Parties agree to compensate each other for such ISP-bound Traffic and Section 251(b)(5) Traffic on a minute of use basis, according to the following rate schedule:

June 1, 2003 – June 14, 2003:	.0010 per minute
June 15, 2003 and thereafter:	.0007 per minute

2.2.3 Payment of Reciprocal Compensation will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch. Where the terminating party utilizes a hierarchical or two-tier switching network, the Parties agree that the payment of these rates in no way modifies, alters, or otherwise affects any requirements to establish Direct End Office Trunking, or otherwise avoids the applicable provisions of the Interconnection Agreement and industry standards for interconnection, trunking, Calling Party Number (CPN) signaling, call transport, and switch usage recordation.

## 2.3 ISP-bound Traffic Minutes Growth Cap

2.3.1 On a calendar year basis, as set forth below, LEC and ILEC agree to cap overall compensable Ohio ISP-bound Traffic minutes of use in the future based upon the 1st Quarter 2001 ISP-bound Traffic minutes for which LEC was entitled to compensation under its Ohio Interconnection Agreement(s) in existence for the 1st Quarter of 2001, on the following schedule.

Calendar Year 2001	1st Quarter 2001 compensable ISP-bound minutes, times 4, times 1.10
Calendar Year 2002	Year 2001 compensable ISP-bound minutes, times 1.10
Calendar Year 2003	Year 2002 compensable ISP-bound minutes
Calendar Year 2004 and on	Year 2002 compensable ISP-bound minutes

Notwithstanding anything contrary herein, in Calendar Year 2003, LEC and ILEC agree that ISP-bound Traffic exchanged between LEC and ILEC during the entire period from January 1, 2003 until December 31, 2003 shall be counted towards determining whether LEC has exceeded the growth caps for Calendar Year 2003.

2.3.2 ISP-bound Traffic minutes that exceed the applied growth cap will be Bill and Keep. "Bill and Keep" refers to an arrangement in which neither of two interconnecting Parties charges the other for terminating traffic that originates on the other network; instead, each Party recovers from its end-users the cost of both originating traffic that it delivers to the other Party and terminating traffic that it receives from the other Party.

## 2.4 Bill and Keep for ISP-bound Traffic in New Markets

2.4.1 In the event CARRIER and ILEC have not previously exchanged ISP-bound Traffic in any one or more Ohio LATAs prior to April 18, 2001, Bill and Keep will be the reciprocal compensation arrangement for all ISP-bound Traffic between CARRIER and ILEC for the remaining term of this Agreement in any such Ohio LATAs.



2.4.2 In the event CARRIER and ILEC have previously exchanged traffic in an Ohio LATA prior to April 18, 2001, the Parties agree that they shall only compensate each other for completing ISP-bound Traffic exchanged in that Ohio LATA, and that any ISP-bound Traffic in other Ohio LATAs shall be Bill and Keep for the remaining term of this Agreement.

2.4.3 Wherever Bill and Keep is the traffic termination arrangement between CARRIER and ILEC, both Parties shall segregate the Bill and Keep traffic from other compensable local traffic either (a) by excluding the Bill and Keep minutes of use from other compensable minutes of use in the monthly billing invoices, or (b) by any other means mutually agreed upon by the Parties.

2.5 The Growth Cap and New Market Bill and Keep arrangement applies only to ISP-bound Traffic, and does not include Transit traffic, Optional Calling Area traffic, IntraLATA Interexchange traffic, or InterLATA Interexchange traffic.

#### 2.6 ISP-bound Traffic Rebuttable Presumption

In accordance with Paragraph 79 of the FCC's ISP Compensation Order, LEC and ILEC agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-bound Traffic exchanged between LEC and ILEC exceeding a 3:1 terminating to originating ratio is presumed to be ISP-bound Traffic subject to the compensation and growth cap terms in this Section 2.0. Either party has the right to rebut the 3:1 ISP presumption by identifying the actual ISP-bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval and, in addition, shall be utilized to determine the appropriate true-up as described below. During the pendency of any such proceedings to rebut the presumption, LEC and SBC Ohio will remain obligated to pay the presumptive rates (reciprocal compensation rates for traffic below a 3:1 ratio, the rates set forth in Section 2.2.2 for traffic above the ratio) subject to a true-up upon the conclusion of such proceedings. Such true-up shall be retroactive back to the date a Party first sought appropriate relief from the Commission.

#### 3.0 Reservation of Rights

3.1 ILEC and CARRIER agree that nothing in this Amendment is meant to affect or determine the appropriate treatment of Voice Over Internet Protocol (VOIP) traffic under this or future Interconnection Agreements. The Parties further agree that this Amendment shall not be construed against either party as a "meeting of the minds" that VOIP traffic is or is not local traffic subject to reciprocal compensation. By entering into the Amendment, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Section 252 of the Act, commission established rulemaking dockets, or before any judicial or legislative body.

#### 4.0 Miscellaneous

4.1 This Amendment will become effective ten (10) days following the date such Amendment is approved or is deemed to have been approved by the applicable state commission.

4.2 This Amendment is coterminous with the underlying Interconnection Agreement and does not extend the term or change the termination provisions of the underlying Interconnection Agreement.

4.3 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING INTERCONNECTION AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

- 4.4 Every rate, term and condition of this Amendment is legitimately related to the other rates, terms and conditions in this Amendment. Without limiting the general applicability of the foregoing, the change of law provisions of the underlying Interconnection Agreement, including but not limited to the "Intervening Law" or "Change of Law" or "Regulatory Change" section of the General Terms and Conditions of the Interconnection Agreement and as modified in this Amendment, are specifically agreed by the Parties to be legitimately related to, and inextricably intertwined with this the other rates, terms and conditions of this Amendment.
- 4.5 In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: the United States Supreme Court's opinion in *Verizon v. FCC*, et al, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("USTA decision"); the FCC's Triennial Review Order, released on August 21, 2003, in the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket No. 01-338, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket No. 98-147 (FCC 03-36) and the FCC's Biennial Review Proceeding which the FCC announced, in its Triennial Review Order, is scheduled to commence in 2004; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking on the topic of Intercarrier Compensation generally, issued in the Matter of Developing a Unified Intercarrier Compensation Regime, in CC Docket 01-92 (Order No. 01-132), on April 27, 2001; and the Public Utilities Act of Illinois, which was amended on May 9, 2003 to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law") (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), SBC-13STATE shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. The preceding includes without limitation that SBC-13STATE shall not be obligated to provide combinations (whether considered new or existing) or commingled arrangements involving SBC-13STATE network elements that do not constitute required UNEs under 47 U.S.C. § 251(c)(3) (including those network elements no longer required to be so unbundled), or where UNEs are not requested for permissible purposes. The Parties acknowledge and agree that SBC Ohio has exercised its option to adopt the FCC ISP terminating compensation plan ("FCC Plan") in Ohio and as of the date of that election by SBC Ohio, the FCC Plan shall apply to this Agreement, as more specifically provided for in this Amendment. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). In addition, to the extent this Agreement is in effect in Illinois, the Parties agree that any ICC orders implementing the Illinois Law, including, without limitation, the ICC Rates, shall automatically apply to this Agreement (for the state of Illinois only) as of the effective date of any such order(s) upon Written Notice, and as soon as practical thereafter, SBC ILLINOIS shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates and SBC ILLINOIS will issue any adjustments, as needed, to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC

order(s). With respect to all other Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

4.5.1 For purposes of this Section, the following definitions apply:

4.5.1.1 **"SBC"** (SBC Communications Inc.) means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

4.5.1.2 **"SBC-13STATE"** - As used herein, **SBC-13STATE** means the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

4.5.1.3 **"SBC ILLINOIS"** - As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.

IN WITNESS WHEREOF, this Reciprocal Compensation Amendment for ISP-Bound Traffic and Federal Telecommunications Act Section 251(b)(5) Traffic (Adopting FCC Interim Terminating Compensation Plan) to the Interconnection Agreement was exchanged in triplicate on this 18th day of November, 2003, by SBC Ohio, signing by and through its duly authorized representative, and CARRIER, signing by and through its duly authorized representative.

New Par d/b/a Verizon Wireless By Verizon Wireless (VAW) LLC, Its General Partner

The Ohio Bell Telephone Company d/b/a SBC Ohio by SBC Telecommunications, Inc., its authorized agent

GTE Wireless of the Midwest Incorporated d/b/a Verizon Wireless

Hamilton Cellular Telephone Company d/b/a Verizon Wireless By New Par, Its General Partner By Verizon Wireless (VAW) LLC, Its General Partner

Celco Partnership d/b/a Verizon Wireless

Springfield Cellular Telephone Company d/b/a Verizon Wireless By New Par, Its General Partner By Verizon Wireless (VAW) LLC, Its General Partner

Signature: 

Name: DAVID R. HEUERLING  
(Print or Type)

Title: AREA VICE PRESIDENT-NETWORK  
(Print or Type)

Date: 11 5 03

Signature: 

Name: Mike Auinbauh  
(Print or Type)

Title: For/ President - Industry Markets

Date: ~~NOV 4 2003~~ NOV 18 2003

FACILITIES-BASED OCN # 6025, 6003

ACNA DTC, CUM