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June 28, 2010

Ms. Sandra Paske  
Secretary to the Commission  
Public Service Commission of Wisconsin  
P.O. Box 7854  
Madison, Wisconsin 53707-7854

Re: Application for the Approval of an Interconnection Agreement negotiated between Wisconsin Bell, Inc., d/b/a AT&T Wisconsin and Halo Wireless, Inc.

Dear Ms. Paske:

Wisconsin Bell, Inc., d/b/a AT&T Wisconsin and Halo Wireless, Inc. hereby request approval, pursuant to 47 U.S.C. 252, of this Interconnection Agreement negotiated between Wisconsin Bell, Inc., d/b/a AT&T Wisconsin and Halo Wireless, Inc.

I have been authorized by Halo Wireless, Inc. to submit for Commission approval, pursuant to 47 U.S.C. s 252(e), the enclosed agreement.

Halo Wireless, Inc.  
Todd Wallace  
CTO  
3437 W. 7<sup>th</sup> St.  
Box 127  
Fort Worth, TX 76107  
Tel: 682-551-3797  
Fax: 817-338-3777

Sincerely,

*/S/ Sally Briar*

Sally Briar

Enclosure

**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 Wisconsin Bell, Inc.<sup>1</sup> d/b/a AT&T Wisconsin ("AT&T Wisconsin"), Halo Wireless, Inc. ("CLEC"), (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, CLEC has requested to adopt the Interconnection Agreement by and between AT&T Wisconsin and T-Mobile USA, Inc. for the State of Wisconsin, which was approved by the Public Service Commission of Wisconsin ("the Commission") under Section 252(e) of the Act on August 13, 2003 in Docket Number 5-T1827, including any Commission approved amendments to such Agreement (the "Separate Agreement"), which is incorporated herein by reference; and

**WHEREAS**, the Parties have agreed to certain voluntarily negotiated provisions to the MFN Agreement which are set forth in an amendment(s) to this MFN Agreement (collectively the "MFN Agreement"), which is incorporated herein by this reference and attached hereto for Commission approval;

**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, CLEC and AT&T Wisconsin 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 Commission approved 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 "CLEC" or to "Other" shall for purposes of the MFN Agreement be deemed to refer to CLEC.
- 2.2 References in the Separate Agreement to the "Effective Date", the date of effectiveness thereof and like provisions shall for purposes of this MFN Agreement be deemed to refer to the date which is ten (10) days following Commission approval of the MFN Agreement or, absent Commission approval, the date the MFN Agreement is deemed approved under Section 252(e)(4) of the Act. In addition, this MFN Agreement shall expire on January 7, 2011.
- 2.3 The Notices Section in the Separate Agreement is hereby revised to reflect that Notices should be sent to CLEC under this MFN Agreement at the following address:

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<sup>1</sup> Wisconsin Bell, Inc. (previously referred to as "Wisconsin Bell" or "SBC Wisconsin") now operates under the name "AT&T Wisconsin".

| NOTICE CONTACT        | CLEC CONTACT                  |
|-----------------------|-------------------------------|
| NAME/TITLE            | Todd Wallace<br>CTO           |
| STREET ADDRESS        | 3437 W. 7th Street<br>Box 127 |
| CITY, STATE, ZIP CODE | Fort Worth, TX 76107          |
| FACSIMILE NUMBER      | (817) 338-3777                |

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

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

### 3.0 Clarifications

- 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 Adopted 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 Wisconsin's position that this MFN Agreement (including all attachments thereto) and every interconnection, service and network element provided hereunder, is subject to all 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.

**Halo Wireless, Inc.**

By: *Jody W. Craft*

Printed: Jody W. Craft

Title: President  
(Print or Type)

Date: 30 April 2010

**Wisconsin Bell, Inc. d/b/a AT&T Wisconsin by AT&T Operations, Inc., its authorized agent**

By: *Eddie A. Reed, Jr.*

Printed: Eddie A. Reed, Jr.

Title: Director-Interconnection Agreements

Date: 6-26-10

**CMRS  
INTERCONNECTION AGREEMENT**

*BETWEEN*

**WISCONSIN BELL, INC. DBA SBC WISCONSIN<sup>1</sup>**

*AND*

**T-MOBILE USA, INC.**

**WISCONSIN**

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<sup>1</sup> Wisconsin Bell, Inc. ("Wisconsin Bell"), a Wisconsin corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. Wisconsin Bell offers telecommunications services and operates under the names "SBC Wisconsin" and "SBC Ameritech Wisconsin", pursuant to assumed name filings with the State of Wisconsin. Ameritech Corporation is a wholly owned subsidiary of SBC Communications, Inc.

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## CMRS INTERCONNECTION AGREEMENT

### GENERAL TERMS AND CONDITIONS

**THIS AGREEMENT**, dated July 8, 2003 is by and between WISCONSIN BELL, INC. d/b/a SBC WISCONSIN, a Texas corporation, hereinafter referred to as “Telco”, and T-MOBILE USA, INC., a Delaware corporation, on behalf of its wireless operating affiliates and Switch Share Markets, hereinafter all referred to as “CARRIER”.

**WHEREAS**, Telco is a duly authorized common carrier by wire and radio engaged in providing telecommunications service in the State of Wisconsin; and

**WHEREAS**, CARRIER holds authority from the Federal Communications Commission to provide Commercial Mobile Radio Services in the State of Wisconsin; and

**WHEREAS**, Telco and CARRIER have agreed to connect their Facilities in the State of Wisconsin and exchange traffic for the provision of two-way CMRS telecommunications service in accordance with the Telecommunications Act of 1996 (“1996 Act”); and

**WHEREAS**, the Parties seek to accomplish Interconnection in a technically and economically efficient manner in accordance with the requirements in the 1996 Act; and

**WHEREAS**, Section 251 of the 1996 Act mandates good faith negotiations between the incumbent Local Exchange Carrier and any Telecommunications Carrier requesting Interconnection, services, or network elements; and

**WHEREAS**, pursuant to Paragraph 43 of Appendix C to the FCC Order In re Applications of Ameritech Corp, Transferor and SBC Communications Inc., Transferee, For Consent to Transfer Control, CC Docket No. 98-141, Memorandum Opinion and Order (released October 8, 1999), CARRIER and Telco have entered into an agreement on the substantially the same terms and conditions contained in the CARRIER/Pacific Bell Agreement for the State of California;

**WHEREAS**, in entering into this MFN Agreement, Telco is not waiving any of its rights, remedies or arguments with respect to any legislative, regulatory or judicial actions or proceedings, including but not limited to its rights under the United States Supreme Court’s opinion in Verizon v. FCC, 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, adopted on February 20, 2003, on remand from the USTA decision and pursuant to the FCC’s Notice of Proposed Rulemaking, Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001); the FCC’s Order In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, 15 FCC

Rcd 1760 (FCC 99-370), (rel. Nov. 24, 1999), including its 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); or 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"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all affected interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. Rather, in entering into this MFN Agreement, Telco fully reserves all of its rights, remedies and arguments. This reservation of rights includes but is not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the MFN Agreement must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this MFN Agreement. Notwithstanding anything to the contrary in this MFN Agreement, this reservation also includes, but is not limited to, Telco's right, to the extent Telco has not already invoked the FCC ISP terminating compensation in Wisconsin and incorporated the rates, terms and conditions of such plan into this Agreement, to exercise its option at any time 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, and seek conforming modifications to this Agreement. It is Telco's position that this MFN is subject to the change of law provisions permitted under the Federal Rules except to the extent otherwise expressly provided in the underlying Agreement and also is subject to any appeals involving the underlying Agreement. In the event that any of the rates, terms and/or conditions of the MFN Agreement, or any of the laws or regulations that were the basis for a provision of the MFN Agreement, are invalidated, modified or stayed by any action of any state or federal regulatory or legislative body or a court of competent jurisdiction, including but not limited to any finding that any of the UNEs and/or UNE combinations provided for under this MFN Agreement do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, it is Telco's position and intent that the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party ("Written Notice"). In such event, it is Telco's position and intent that the Parties immediately incorporate changes from the underlying Agreement, made as a result of any such action into this MFN Agreement. Where revised language is not immediately available, it is Telco's position and intent that the Parties shall expend diligent efforts to incorporate the results of any such action into this MFN Agreement on an interim basis, but shall conform this MFN Agreement to the underlying Agreement, once such changes are filed with the appropriate state commission. In addition, to the extent this Agreement is in effect in Illinois and to the extent applicable, 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 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). Any disputes between the Parties concerning the interpretations of the actions required or the provisions affected shall be handled under the Dispute Resolution Procedures set forth in this MFN Agreement.

**NOW, THEREFORE,** in consideration of the promises and the mutual covenants and agreements herein contained, Telco and CARRIER hereby covenant and agree as follows:

## **1. DEFINITIONS**

For purposes of this Agreement, including any and all Attachments, Exhibits, and Schedules hereto, and as used herein, the terms set forth below shall be defined as follows. 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:

- 1.1 “Access Tandem Switches” are switches that are used to connect and switch trunk circuits between and among Central Office Switches and other Telecommunications Carriers’ switches for the purposes of providing local exchange and Switched Access Services.
- 1.2 “Act” means the Communications Act of 1934, 47 U.S.C. § 151 *et seq.*, as amended by the Telecommunications Act of 1996, and as interpreted from time to time in the duly authorized rules and regulations of the FCC or the Commission and as further interpreted in any judicial review of such rules and regulations.
- 1.3 “Affiliate” means any person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this definition, the term “own” means to own an equity interest (or the equivalent thereof) of more than ten percent (10%). Person shall mean any individual, partnership, corporation, company, limited liability company, association, or any other legal entity authorized to transact business in any state in the United States.
- 1.4 “Ancillary Services” are Directory Assistance, 411, 611, 911 (“N11”), Operator Services, the 700, 8YY, and 900 SAC Codes, Switched Access Service, and 976 service.
- 1.5 “Answer Supervision” means an off-hook supervisory signal of at least two (2) seconds in duration sent by CARRIER to Telco's serving End Office Switch on all

completed calls after address signaling has been completed, or an off-hook signal of at least two (2) seconds in duration sent by Telco to CARRIER' Central Office after address signaling has been completed.

- 1.6 "Applicable LCarrier" means all ICarrier, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, and approvals of any Governmental Authority, including without limitation those relating to the environment or health and safety.
- 1.7 "Authorized Services" means those Commercial Mobile Radio Services that CARRIER may lawfully provide on an interconnected basis, pursuant to Sections 154, 303, and 332 of the Communications Act of 1934, as amended.
- 1.8 "CARRIER' Service Area" is the geographic area(s) where the following CARRIER entities are authorized by the FCC to provide two-way CMRS:  
T-Mobile USA, Inc. and its Affiliates.
  - 1.8.1 If CARRIER acquires other cellular or broadband PCS providers with operations in the State, CARRIER may incorporate those operations under this Agreement, or, if the acquired CMRS provider has an existing interconnection agreement with Telco in the State that has not been noticed for renegotiation, then CARRIER shall designate either such interconnection agreement or this Agreement to govern the operations of CARRIER and the acquired CMRS provider on a prospective basis; the undersigned contract shall then cease to be effective for the State.
- 1.9 "Bellcore" means Telcordia Technologies, Inc.
- 1.10 "Central Office", "Central Office Switch" or "CO" means a switching entity, including, but not limited to End Office Switches, Access Tandem Switches, MSCs, and combination End Office/Tandem Switches.
- 1.11 "CMRS Interconnection Trunks/Trunk Groups" means the trunk group used to connect CARRIER' network with Telco's network for the purpose of exchanging Local CMRS Calls.
- 1.12 "Commercial Mobile Radio Service" or "CMRS" is as defined by the FCC and the Commission.
- 1.13 "Commission" means the Public Service Commission of Wisconsin.
- 1.14 "Common Channel Signaling" or "CCS" means a method of digitally transmitting call set-up and network control data over a special network fully separate from the public switched network elements that carry the actual call. Signaling System 7 ("SS7") is the CCS network protocol presently used by Telecommunications Carriers.
- 1.15 "Completed Call" means a call that is delivered to or from CARRIER' network and for which a connection is established after Answer Supervision.

- 1.16 “Control Office/NOC” means a center or office designated as a single point of contact for the maintenance of a Party’s portion of CMRS Interconnection arrangements.
- 1.17 “Conversation MOU” means the minutes of use that both Parties’ equipment is used for a Completed Call, measured from the receipt of Answer Supervision to the receipt of Disconnect Supervision.
- 1.18 “Customer” means the end user purchaser of telecommunications services from Telco or CARRIER.
- 1.19 “Dedicated NXX Code” means a three–digit exchange prefix and associated 10,000 telephone number block assigned to CARRIER’ or Telco’s network.
- 1.20 “Disconnect Supervision” means an on–hook supervisory signal sent at the completion of a call.
- 1.21 “DS1” means a digital signal rate of 1.544 Megabits Per Second (“Mbps”).
- 1.22 “DS3” means a digital signal rate of 44.736 Mbps.
- 1.23 “Effective Date” means the date described in Section 33 of this Agreement.
- 1.24 “End Office Switch” is a switch from which Telco’s Customers’ Exchange Services are directly connected and offered.
- 1.25 “Equal Access Trunk” means an interconnection trunk used solely to deliver Switched Access Traffic, using Feature Group D protocols.
- 1.26 “Exchange Service” is as defined in the Act.
- 1.27 “Facility” or “Facilities” means the system of equipment and/or cable utilized to carry traffic that is exchanged hereunder between switching entities maintained by the Parties.
- 1.28 “FCC” means the Federal Communications Commission.
- 1.29 “Governmental Authority” means any federal, state, local, foreign, or international court, government, department, commission, board, bureau, agency, official, or other regulatory, administrative, legislative, or judicial authority with jurisdiction over the subject matter at issue.
- 1.30 “Interconnection” is as described in the Act.
- 1.31 “Interexchange Carrier” or “IXC” means a provider of interexchange telecommunications services.
- 1.32 “InterMTA Traffic” means traffic to or from CARRIER’ network that originates in one MTA and terminates in another MTA.
- 1.33 “LATA” means Local Access and Transport Area, the boundaries of which are set forth in Telco's tariffs.

- 1.34 “Local CMRS Calls,” for the purpose of reciprocal compensation are CMRS calls that originate on either Party’s network that are exchanged directly between the Parties and that, at the beginning of the call, originate and terminate within the same MTA.
- 1.35 “Local Exchange Carrier” or “LEC” is as defined in the Act.
- 1.36 “Local Exchange Routing Guide” or “LERG” means a Bellcore Reference Document used by Telecommunications Carriers to identify NPA-NXX routing and homing information as well as network element and equipment designations.
- 1.37 “MTA” means “Major Trading Area”, as defined by the FCC rules, Part 24, § 24.202(a).
- 1.38 “MSC” means the Mobile Switching Center used by CARRIER in performing, inter alia, originating and terminating functions for calls to or from CARRIER’ Customers.
- 1.39 “North American Numbering Plan” or “NANP” means the system of telephone numbering employed in the United States, Canada, and certain Caribbean countries.
- 1.40 “Numbering Plan Area” or “NPA” is referred to as an area code and the three digit indicator that is defined by the “A”, “B” and “C” digits of each 10-digit telephone number within the NANP. Each NPA contains 800 available NXX Codes.
- 1.41 “Number Portability” is as defined in the Act.
- 1.42 “NXX”, “NXX Code”, or “Central Office Code” means the three digit switch entity indicator that is defined by the “D”, “E”, and “F” digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.
- 1.43 “Telco’s Service Area” means the geographic areas in the State of Wisconsin where Telco provides local exchange telecommunications services as an incumbent LEC.
- 1.44 “Party” means either Telco or CARRIER. “Parties” means both Telco and CARRIER.
- 1.45 “Permanent Number Portability” or “PNP” means a long-term solution to provide Number Portability for all customers and all providers consistent with the Act and implementing regulations.
- 1.46 “Point of Interconnection” or “POI” means the physical demarcation point between Telco and CARRIER. This point establishes the technical interface, the test point(s), and the point(s) for operational division of responsibility between Telco’s network and CARRIER’ network.

- 1.47 “Rate Center” means a specific geographic point and corresponding geographic area that have been identified by a LEC. NPA-NXX codes that have been assigned to the LEC for its provision of Exchange Services are associated with specific Rate Centers for the purpose of rating calls.
- 1.48 “Rating Point” means the vertical and horizontal (“V&H”) coordinates associated with a particular NPA-NXX for rating purposes. The Rating Point need not be in the same location as the switching entity where a telephone number is homed or routed pursuant to the LERG, nor must it be located within the same Rate Center area, but it must be in the same LATA as to which traffic addressed to the relevant NPA is required by Telco to be routed pursuant to the LERG.
- 1.49 “Routing Point” means the V&H coordinates that a Telecommunications Carrier has designated as the destination for traffic inbound to services provided by that Telecommunications Carrier that bear a certain NPA-NXX designation. The Routing Point need not be the same as the Rating Point, nor must it be located within the Rate Center area, but it must be in the same LATA as the NPA-NXX. Central Offices are Routing Points for traffic to end users identified by numbers drawn from NPA-NXX designations, as stated in the LERG. Where CARRIER has not established Routing Points for its Dedicated NPA-NXX Codes in its own network, the Routing Point shall be the Telco Access Tandem Switch where traffic to Telco NXXs in the same NPA is homed. CARRIER agrees to establish Routing Points within its network for all of its NPA-NXX codes by the end of 1999. Telco agrees to work cooperatively with CARRIER to accomplish this result.
- 1.50 “Service Access Code” or “SAC Code” is a non-geographic NPA typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 500, Toll Free Service NPAs (8YY), 700, and 900 are examples of SAC Codes.
- 1.51 “Switched Access Service” means an offering of access to services or Facilities for the purpose of the origination or the termination of traffic from or to Exchange Service customers in a given area pursuant to a Switched Access tariff. Switched Access Services include: Feature Group A (“FGA”), Feature Group B (“FGB”), Feature Group D (“FGD”), Toll Free Service, and 900 access.
- 1.52 “Switch Share Markets” means a licensed two-way CMRS provider in Wisconsin that has contracted with CARRIER to use an CARRIER MSC for its switching functions. CARRIER’ Switch Share Markets as of the date of this Agreement are set forth in Section 3.1.4.2.
- 1.53 “Telecommunications Carrier” is as defined in the Act.
- 1.54 “Toll Free Service” means service provided with a dialing sequence that invokes toll-free, (*i.e.*, 800-like) service processing. Toll Free Service includes calls to the Toll Free Service 8YY NPA SAC codes.

- 1.55 “Transit Traffic” means intermediate transport and switching of traffic between two parties, one of which is a Party to this Agreement and one of which is not, carried by the other Party to this Agreement that neither originates nor terminates that traffic on its network while acting as an intermediary.
- 1.56 “Trunk Side” refers to a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as connecting to another switching entity, for example, another Central Office Switch. Trunk Side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.
- 1.57 “Type 1 CMRS Interconnection” or “Type 1” means Trunk Side Message Trunk CMRS Interconnection services, arrangements, and Facilities established between CARRIER’ switching entity and the trunk side (with line treatment) of Telco’s End Office Switch(es) as technically defined in Bellcore Technical Reference GR-145-CORE and TA-NPL-000912 and as provided in accordance with this Agreement.
- 1.58 “Type 2A CMRS Interconnection” or “Type 2A” means CMRS Interconnection services, arrangements, and Facilities established between CARRIER’ switching entity and Telco’s Access Tandem Switch(es) as technically defined in Bellcore Technical Reference GR-145-CORE and as provided in accordance with this Agreement.
- 1.59 “Type 2B CMRS Interconnection” or “Type 2B” means CMRS Interconnection services, arrangements, and Facilities established between CARRIER’ switching entity and a Telco designated End Office Switch as technically defined in Bellcore Technical Reference GR-145-CORE and as provided in accordance with this Agreement.
- 1.60 “Type 2C CMRS Interconnection” or “Type 2C” means one-way terminating facilities which provide a trunk-side connection between CARRIER’ MSC and Telco Bell’s Access Tandem equipped to provide access to 911 services as technically defined in Bellcore Technical Reference GR-145-CORE and as provided in accordance with this Agreement.
- 1.61 “Wire Center” denotes a building or space within a building that serves as an aggregation point on a given carrier’s network, where transmission Facilities and circuits are connected and switched. Telco’s Wire Center can also denote a building in which one or more Central Offices, used for the provision of Exchange Services and Switched Access Services, are located. However, for the purposes of collocation, Wire Center shall mean those points eligible for such connections as specified in FCC Docket No. 91-141, and rules adopted pursuant thereto.

## 2. CMRS INTERCONNECTION FOR RECIPROCAL TRAFFIC EXCHANGE

- 2.1 Technical Provisions. This section provides for the physical connection of the Facilities and equipment of CARRIER and Telco's networks within the State of Wisconsin for the transmission and routing of land to mobile and mobile to land Exchange Services and Switched Access Services consistent with the requirements of 47 C.F.R. Part 51, § 51.305. Telco and CARRIER will physically connect their Facilities and exchange traffic originating from or terminating to CARRIER' Customers over CARRIER' network in connection with CARRIER' Authorized Services in accordance with the service, operating, and Facility arrangements set forth hereinafter.
- 2.1.1 CMRS Interconnection shall be available at the trunk side of a Telco End Office Switch via Type 2B or Type 1; and at the trunk connection points for a Telco Tandem Switch via Type 2A CMRS Interconnection. CMRS Interconnection shall also be provided at other technically feasible points in Telco's network at the request of CARRIER and subject to the negotiation of acceptable provisioning arrangements and compensation arrangements that will ensure the recovery of Telco's costs of providing such Interconnection. The Parties will attach or incorporate as amendments to this Agreement, technical descriptions, and if required, descriptions of associated compensation arrangements to cover any such additional interconnection. CMRS interconnection with Telco's Operator Assistance and 411 Directory Assistance shall be available at Telco's End Office Switches via Type 1 CMRS Interconnection, and with NPA 555-1212 Directory Assistance shall be available at Telco's Access Tandem Switches via Type 2A CMRS Interconnection.
- 2.1.2 Interconnection shall be provided at a level of quality equal to that which such Party provides to itself, a subsidiary, an Affiliate, or any other Telecommunications Carrier.
- 2.1.3 Interconnection Within Each LATA. Unless otherwise agreed herein, CARRIER and Telco will interconnect directly in each LATA in which they exchange Local CMRS Calls and Switched Access traffic.
- 2.1.4 Single POI Model for Interconnection Facilities. There will be a single physical network interface for each Interconnection Facility on which CARRIER and Telco interconnect in order to exchange Local CMRS Calls, which the Parties shall designate as a POI. This Agreement establishes the responsibilities on each side of the POIs, the Facilities to be established between the Parties' networks, and the appropriate compensation arrangements for exchange of Local CMRS Calls over those Facilities. Each Party shall be responsible for providing its own or leased transport Facilities to route calls to and from the POI. CARRIER may construct its own transport Facilities used to route calls to and from the

POI, it may purchase or lease from a third party these transport Facilities, or it may purchase these Facilities from Telco.

2.1.5 CMRS Interconnection POI Options.

CARRIER and Telco shall mutually agree on a POI for each Facility utilized to carry traffic between their respective switches. A POI may be located at:

- a. at the Telco Wire Center where the CMRS Interconnection Trunks terminate,
- b. at CARRIER' switching entity where the CMRS Interconnection Trunks terminate, or
- c. at another, mutually agreeable location.

2.1.6 Trunk Side Interconnection Options. As set forth below, CMRS Interconnection may be established by means of any or any combination, of the following options:

- a. NON LATA-WIDE TRUNK SIDE TANDEM TERMINATION INTERCONNECTION AT ONE OR MORE TELCO ACCESS TANDEM SWITCH(ES) IN THE LATA. A trunk group will be established between an CARRIER switching entity and one or more Telco Access Tandem Switch(es) in a LATA using Type 2A CMRS Interconnection. CARRIER shall only route to a Telco Access Tandem Switch traffic destined for an NXX that subtends that Access Tandem Switch, as shown in the LERG;
- b. LATA-WIDE TRUNK SIDE ACCESS TANDEM TERMINATION INTERCONNECTION. Where requested, and subject to mutually agreed upon terms, a trunk group may be established between CARRIER and Telco at a single, Telco-designated Access Tandem Switch in a LATA, using Type 2A CMRS Interconnection for termination of all Local CMRS Calls destined for any Telco End Office Switch that subtends one of Telco's Access Tandem Switches in that LATA. As of the Effective Date, the LATA-wide Access Tandem Switches are as follows:
  - (i) Telco shall designate the LATA-wide Access Tandem Switch for a LATA within thirty (30) days after receipt of a request by CARRIER for such designation and the submission by CARRIER of projected traffic levels for the LATA, which

projections shall be in conformance with Section 2.7.1 below.

- c. END OFFICE TO MSC TRUNK SIDE INTERCONNECTION. The Parties may establish direct End Office to MSC Interconnection using Type 2B or Type 1 CMRS Interconnection. The Parties will use generally accepted traffic engineering guidelines in determining when to establish such direct End Office to MSC trunk groups between their networks, where Facilities and equipment are available.
- d. In the event that Telco deploys new Access Tandem Switches after the Effective Date, Telco will provide CARRIER with reasonable advance notice of such a change and Telco will work cooperatively with CARRIER to accomplish all necessary network changes. Telco will waive all nonrecurring charges otherwise applicable to CARRIER orders for moving existing trunks from an existing Access Tandem Switch to the new Access Tandem Switch for such orders that are completed within ninety (90) days of the final cut-over of the new Access Tandem Switch.
- e. At any time after the Effective Date, Telco may introduce new LATA-wide Access Tandem Switches in any part of its network:
  - (i) For those LATAs that have multiple Access Tandem Switches, Telco may do so by designating a different Access Tandem Switch (including a newly-opened Access Tandem Switch) as the LATA-wide Access Tandem Switch.
  - (ii) For those LATAs that only have one Access Tandem Switch, Telco may do so by opening a new Access Tandem Switch in that LATA and designating one of the Access Tandem Switches as the LATA-wide Access Tandem Switch.

In the event that Telco designates any new LATA-wide Access Tandem Switches after the Effective Date, Telco will waive all nonrecurring charges otherwise applicable to CARRIER orders for moving existing trunks from the Access Tandem Switch at which CARRIER received LATA-wide termination to the new LATA-wide Access Tandem Switch for such orders that are completed within

ninety (90) days of the final cut-over of the new LATA-wide Access Tandem Switch.

- 2.1.7 Sizing and Structure of CMRS Interconnection Facilities. The Parties will engineer and maintain the appropriate type of and sizing for Facilities according to mutual forecasts and sound engineering practice, as mutually agreed to by the Parties.
- 2.1.8 Ancillary Services Traffic. When delivering Ancillary Services traffic to Telco, CARRIER must use at least one (1) Type 1 Interconnection Facility in each LATA irrespective of the number of Telco Access Tandem Switches or Type 2A CMRS Interconnections between Telco and CARRIER in that LATA.
- 2.1.9 Signaling Protocol. The Parties may interconnect their networks using CCS (SS7) in accordance with Attachment IV. Where multi-frequency signaling is currently used, the Parties agree to use reasonable efforts to convert to CCS.

2.2 CMRS Interconnection Trunk Arrangement and Associated Signaling Interconnection.

- 2.2.1 Trunk Side CMRS Interconnection Terms. Using the Facilities and trunk arrangements described in Section 2.1 above, the Parties shall mutually terminate Local CMRS Calls originating on each other's networks, as described in this Section 2.2.
- 2.2.2 Unless a LATA-wide termination option described above is deployed, CARRIER shall only deliver terminating traffic over CMRS Interconnection Trunk Groups to a Telco Access Tandem Switch for those publicly dialable NPA-NXX codes served by End Office Switches that directly subtend the Telco Access Tandem Switch or those CMRS NXXs or other LEC or CARRIER NXXs that directly subtend Telco's Access Tandem Switch.
- 2.2.3 All terminating traffic delivered by CARRIER to:
  - a. a non-LATA-wide Access Tandem Switch destined for NPA-NXX codes served by End Office Switches, CMRS MSCs, or other ILEC or CLEC switches that do not subtend that Access Tandem Switch; or
  - b. a LATA-wide Access Tandem Switch on a non-LATA-wide trunk group where the traffic is destined for NPA-NXX codes served by End Office Switches, CMRS MSCs, or other ILEC or CLEC switches that do not subtend that Access Tandem Switch is misrouted. Telco shall provide notice to CARRIER pursuant to Section 22 of this Agreement and, where possible, shall provide verbal and

written notice to the appropriate CARRIER Network Manager through the CARRIER Account Manager at Telco that such misrouting has occurred. In the notice, CARRIER shall be given thirty (30) days to cure such misrouting. In the event that CARRIER does not cure the problem within the thirty (30) day period, Telco shall bill and CARRIER will pay, in addition to any other normal usage charges, a misroute surcharge for each call. This charge will be equal in amount to the rate for tandem switching and transport for the call set-up and duration of the misrouted call. In the event CARRIER has not cured the problem within an additional sixty (60) day period following the first thirty (30) days, the misroute charge will change to be equal to the rate for End Office termination (equivalent to the Type 2B rate) from that point forward.

- 2.2.4 The Parties shall deliver all traffic destined to terminate on the other Party's network in accordance with the serving arrangements defined in the LERG except:
- a. when CARRIER uses the LATA-Wide Termination option described above, or
  - b. when CARRIER' MSC serves NXX codes some of which home on a Telco Access Tandem Switch and some of which home on a non-Telco Access Tandem Switch. In this case all traffic from the Telco Access Tandem Switch may be delivered over a direct trunk group to the CARRIER MSC regardless of dialed NXX.
- 2.2.5 Where CARRIER delivers miscellaneous calls (*e.g.*, time, weather, Busy Line Verify/Interrupt, Wisconsin 900, Mass Calling Codes) destined for Telco, it shall deliver such traffic in accordance with the serving arrangements defined in the LERG.
- 2.2.6 N11 codes (*i.e.*, 411, 611, 911) shall not be sent between the Parties' networks over Type 2A or Type 2B CMRS Interconnection Trunk Groups. When delivered to Telco, Ancillary Services, including N11 codes, will be sent over Type 1 CMRS Interconnection Trunks. However, the Parties shall use reasonable efforts to reconfigure their networks, where possible, to route and bill. Ancillary Services traffic will be sent to Telco through Telco's Access Tandem Switches over Type 2A CMRS Interconnections or via separate interconnection to Telco's Traffic Operator Position System ("TOPS") switches. This form of access will be available when the Parties successfully complete joint testing, where required, of the access configuration and cooperatively develop the necessary billing and provisioning systems and processes.

2.2.7 CARRIER may provide its own Facilities or purchase Facilities from another carrier to connect its network with Telco's E911/911 Access Tandem Switches. Alternatively, CARRIER may purchase Type 2C CMRS Interconnection Facilities from Telco at rates found in Telco's applicable state access tariff.

Enhanced 911 Services, once required of CARRIER, will, where applicable, be provided pursuant to existing tariff or be negotiated at that time and the terms and conditions for such services shall be described in a separate agreement or amendment to this Agreement, to be mutually agreed upon between CARRIER and Telco.

### 2.3 Transit Traffic.

2.3.1 Telco will deliver Transit Traffic to and from CARRIER. In such a case, Telco will charge a transit charge to the originating Telecommunications Carrier. Other than the transit charge, Telco will not bill either the originating or terminating Telecommunications Carrier for transport and termination, which shall be separately negotiated between the originating and terminating Telecommunications Carriers.

2.3.2 CARRIER shall not route terminating traffic from an Interexchange Carrier destined for an End Office Switch in Telco's network over CMRS Interconnection Trunks.

2.3.3 CARRIER shall not route traffic to Telco under this Agreement from a non-CMRS Telecommunications Carrier.

2.3.4 Where Telco has in place direct Type 2A trunking to an CARRIER MSC, Telco will not deliver calls destined to terminate at that CARRIER MSC via another Telecommunications Carrier's Access Tandem Switch.

2.3.5 Where CARRIER' Dedicated NXX Codes subtend another Telecommunications Carrier's Access Tandem Switch, Telco may establish and pay for trunking directly between Telco's Access Tandem Switch and CARRIER' MSC for the completion of all land-to-mobile calls destined to terminate to such NXXs.

### 2.4 Responsibilities of the Parties.

2.4.1 The Parties will continue to review engineering requirements on a semi-annual basis and establish forecasts for trunks and Facilities provided under this Agreement. New trunk groups will be implemented as dictated by engineering requirements.

2.4.2 The Parties shall share the overall coordination, installation, and maintenance responsibilities for CMRS Interconnection Trunks /Trunk Groups.

2.4.3 CARRIER and Telco shall:

- a. Provide trained personnel with adequate and compatible test equipment to work with each other's technicians;
- b. Notify each other when there is any change affecting the service requested, including the due date;
- c. Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure CMRS Interconnection Trunks/Trunk Groups are installed per the interconnection order, meet agreed upon acceptance test requirements, and are placed in service by the due date;
- d. Perform sectionalization to determine if a trouble is located in its Facility or its portion of the CMRS Interconnection Trunks prior to referring the trouble to each other;
- e. Advise each other's Control Office/NOC if there is an equipment failure that may affect the CMRS Interconnection Trunks;
- f. Notify the other Party and obtain the other Party's consent (except in the case of an emergency that threatens the integrity of the network) prior to removing CMRS Interconnection Trunks from service;
- g. In provisioning situations, utilizing the contact names and numbers provided in the disconnect order;
- h. In maintenance situations, utilizing the trouble reporting number set forth below;
- i. Provide each other with a trouble reporting number that is readily accessible and available 24 hours/7 days a week (for CARRIER, (800) 832-6662; for Telco, (800) 709-4884 (Illinois, Indiana, Michigan, Ohio & Wisconsin));
- j. Provide to each other test-line numbers and access to test lines; each Party will provide test lines that return answer supervision for every NPA-NXX that it opens.

2.4.4 CARRIER agrees that it will not market to its Customers, hold itself out, enter into any agreement to provide, or encourage its Customers to use Facilities and services provided hereunder for the provision of services other than CARRIER' Authorized Services. To the extent that CARRIER seeks to use the interconnection arrangements provided herein to provide services other than two-way CMRS (e.g., paging and facilities-based landline service), the Parties shall separately negotiate and agree upon the terms and conditions for the exchange of such traffic.

## 2.5 Installation/Provisioning of Trunks.

- 2.5.1 Due dates for the installation or conversion of CMRS Interconnection Trunks covered by this Agreement shall be based on Telco's standard Switched Access Service intervals or mutual agreement of the Parties in accordance with the availability of CMRS Interconnection Trunks and equipment.
- 2.5.2 Both Parties will make their best effort to test, turn up and accept facilities and trunks covered by this Agreement by the agreed-upon due dates. If Telco fails to meet agreed-upon due dates more than five percent (5%) of the time in a particular month, Telco will assign a provisioning manager to expedite and restore provisioning performance. This manager will remain assigned to the CARRIER account until provisioning performance is restored (95% or greater due dates met) and remains at that level for a period of three (3) consecutive months.
- 2.5.3 Orders for CMRS Interconnection Trunks and related Facilities will not be canceled, nor may billing commence, prior to service acceptance, when trunk provisioning has been delayed by the unavailability of the underlying facility, unless such cancellation or billing is agreed upon by both Parties.
- 2.5.4 Orders from CARRIER to Telco to establish, add, change, or disconnect Type 2A, Type 2B, or Type 1 CMRS Interconnection Trunks shall be processed by use of an Access Service Request ("ASR") using Telco's electronic ordering interface, or manually, by facsimile transmission. With regard to any changes to or replacements of any existing Telco's ordering system, Telco will provide CARRIER (i) reasonable advance notice of such changes or replacements, (ii) documentation of how the changes or replacements affect CARRIER' use of the resulting system, and (iii) a reasonable number of training opportunities regarding any such changes or replacements.
- 2.5.5 The Parties agree that it is desirable for Telco to accept and utilize the switch CLLI that CARRIER provides in service orders, to identify the CARRIER switch, if it is feasible for Telco to do so. Telco will work with CARRIER to determine if Telco's records and ordering process can be modified to accept CARRIER' switch ID (CLLI code) to identify each Type 2A, Type 2B, or Type 1 CMRS Interconnection Trunk Group. Telco agrees to implement reasonable changes, if necessary, to Telco's systems and procedures to recognize the CARRIER specified CLLI.
- 2.5.6 Telco will provide Design Layout Records to CARRIER by one of three methods, as specified by CARRIER:
  - a. By mail;
  - b. By facsimile; or
  - c. By electronic transmission (when available).

2.5.7 Telco will contact the CARRIER installation contact on CMRS Interconnection Trunk orders no later than the plant test date to begin performing installation work.

## 2.6 Trunk Servicing.

2.6.1 As discussed in this Agreement, both Parties will jointly manage the capacity of CMRS Interconnection Trunk Groups. Telco's Circuit Provisioning Assignment Center ("CPAC") will send a Trunk Group Service Request ("TGSR") to CARRIER to trigger changes Telco desires to the CMRS Interconnection Trunk Groups based on Telco's capacity assessment. CARRIER will issue an ASR to Telco's Wireless Interconnection Service Center:

- a. Within ten (10) business days after receipt of the TGSR, upon review of and in response to Telco's TGSR; or
- b. At any time as a result of CARRIER' own capacity management assessment, to begin the provisioning process.

2.6.2 Orders that comprise a major project that directly impacts the other Party may be submitted at the same time, and their implementation shall be jointly planned and coordinated. Major projects are those that require the coordination and execution of multiple orders or related activities between and among Telco and CARRIER work groups, including but not limited to the initial establishment of CMRS Interconnection Trunk Groups and service in an area, Designated NXX Code relocations, re-homes, Facility grooming, or major network rearrangements.

2.6.3 CARRIER will be responsible for engineering and maintaining its network on its side of the POI. Telco will be responsible for engineering and maintaining its network on its side of the POI.

## 2.7 Trunk Forecasting.

2.7.1 The Parties shall work towards the development of joint forecasting responsibilities for traffic exchange over CMRS Interconnection Trunk Groups. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated on a nondiscriminatory basis as Facilities and/or equipment are available. The Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when Facilities are not available. Intercompany forecast information must be provided by the Parties to each other twice a year. The semi-annual forecasts shall include:

- a. Forecasted trunk quantities (which include measurements that reflect actual Access Tandem and End Office CMRS Interconnection Trunks and tandem-subtending CMRS

Interconnection End Office equivalent trunk requirements) for two (2) years (current, and plus-1) by half year;

- b. The use of Common Language Location Identifiers (“CLLI-MSG”), which are described in Bellcore documents BR 795-100-100 and BR 795-400-100;
- c. A description of major network projects that affect the other Party. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either Party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

2.7.2 If differences in semi-annual forecasts of the Parties vary significantly, the Parties shall meet, review and reconcile their forecasts.

2.7.3 If a trunk group is under seventy-five percent (75%) of centum call seconds (ccs) capacity on a monthly average basis for each month of any six (6) month period, and the trunk group in question is utilized to carry traffic originated by both Parties, either Party may contact the other to discuss resizing the trunk group. Neither Party will unreasonably refuse a request to resize the trunk group.

2.7.4 Each Party shall provide the other with a specific point of contact for planning, forecasting, and trunk servicing purposes.

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## 2.9 Fixed Wireless.

CARRIER shall have the option to provide fixed wireless services under this Agreement, so long as such services are classified by the FCC as CMRS. The Parties will comply with the terms of Attachment III in connection with such services.

## 3. COMPENSATION FOR LOCAL CMRS INTERCONNECTION

### 3.1 Compensation for Call Transport and Termination.

3.1.1 The Parties agree that the following rates are reciprocal for Local CMRS Calls terminated both mobile-to-land and land-to-mobile.

3.1.1.1 Where the Parties interconnect their networks using Type 2A interconnection, termination of Local CMRS Calls shall be at the Type 2A non-LATA-wide Access Tandem rate except for Section 3.1.1.2.

3.1.1.2 The Type 2A LATA-wide rate shall apply to any CARRIER traffic delivered to the designated Telco LATA-wide Access

Tandem on a trunk group designated by CARRIER for the delivery of LATA-wide traffic. The Type 2A LATA-wide rate shall apply to any Telco traffic delivered to an CARRIER MSC on a trunk group designated by Telco for the delivery of LATA-wide traffic. The foregoing designations of trunks apply only to traffic placed on such trunks and originated by the designating Party.

3.1.1.3 Where Parties interconnect their respective networks utilizing Type 1 or Type 2B CMRS Interconnection, termination of Local CMRS Calls shall be at the respective Type 1 or Type 2B rate.

3.1.2 Local CMRS Calls.

3.1.2.1 Rates for Type 2A, Type 2B and Type 1 CMRS Interconnection are contained in Attachment I - Pricing (Wireless).

3.1.3 Transit Calls.

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3.1.3.4 The Parties agree that it is incumbent on the originating Party to establish billing arrangements directly with other third party Telecommunications Carriers to which it may originate traffic by means of arrangements provided by the Tandeming Party. In the event that CARRIER does send traffic through Telco's network to a third party Telecommunications Carrier with whom CARRIER does not have a traffic interchange agreement, and such third party Telecommunications Carrier makes a claim against Telco for compensation, Telco will advise both CARRIER and the third party Telecommunications Carrier that they need to resolve the matter between themselves. If Telco does so, then CARRIER agrees to indemnify Telco for any termination charges Telco subsequently is ordered by a regulatory agency or court to pay such third party Telecommunications Carrier for such traffic. In the event of any such proceeding, Telco agrees to allow CARRIER to participate as a party.

3.1.3.5 If either Party originates a call destined for termination to the other Party, but delivers that call to the other Party through a switching entity of another Telecommunications Carrier, the terminating Party shall be entitled to charge transport and termination rates as set forth in Section 3.1.2, above. The originating Party shall also be responsible for paying tandem

transit rates, if any are charged by another Telecommunications Carrier.

3.1.3.6 The terminating Party shall not charge the Tandeming Party for calls that are terminated to it via transit arrangements provided by the Tandeming Party.

3.1.4 Switch Share Markets.

3.1.4.1 Where CARRIER provides switching services to other two-way CMRS providers in Switch Share Markets, the traffic shall be treated as if it were provided to and from CARRIER end users. Compensation rates under this Section 3.1 shall apply to such traffic in the same manner as it applies to CARRIER' traffic.

3.1.4.2 CARRIER has identified below the legal entity name of each CMRS provider for whom CARRIER provides switching functions. CARRIER will indemnify Telco against all claims by any such CMRS provider related to any traffic originating or terminating on such CMRS provider's network.

The Switch Share Markets are as follows:

| Name of Legal Entity | Licensed Area | MTA |
|----------------------|---------------|-----|
| NONE                 |               |     |

3.2 Other Terms for Reciprocal Call Transport and Termination.

3.2.1 Exclusions. Reciprocal compensation shall apply solely to the transport and termination of Local CMRS Calls, and shall not apply to any other traffic or services, including without limitation:

- a. Non-CMRS traffic;
- b. Toll-free calls (e.g., 800/888), Information Services Traffic, 500 and 700 calls;
- c. Transit Traffic;
- d. Paging Traffic;
- e. Any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission.

3.2.2. The Parties disagree concerning the proper basis for intercarrier compensation relating to ESP/ISP traffic. The Parties agree that such traffic between them, if any, is presently de minimus. At such time as either Party can economically track and measure such traffic, such Party

may remove such traffic from the calculation of reciprocal compensation between the Parties by providing to the other Party appropriate evidence of the existence of such traffic. Records will be retained of all such removed traffic. Upon the conclusion of FCC proceeding CC Docket No. 99-98, the compensation rate established in that proceeding applicable to ESP/ISP traffic (or, if no such rate is established in that proceeding, a compensation rate otherwise established pursuant to the requirements of such proceeding) shall be applied to all removed traffic as described above.

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**3.2.4 Measuring Calls as Local CMRS Calls.**

In order to measure whether traffic is Local CMRS Calls for purposes of calculating Reciprocal Compensation, the Parties agree as follows:

3.2.4.1 For Telco, the origination or termination point of a call shall be the end office that serves, respectively, the calling or called party at the beginning of the call.

3.2.4.2 For CARRIER, the origination point of a call shall be within the reliable coverage area of the cell site sector to which the calling party is connected at the beginning of the call. Such point must be within the MTA that the cell site sector predominantly covers.

3.2.4.3 For CARRIER, the termination point of a call shall be the point of connection with CARRIER' network that serves the called Party at the beginning of the call.

**3.2.5 Billing And Recording.**

3.2.5.1 Telco and CARRIER shall each perform the necessary call recording and rating for its respective portions of an exchanged call in order to invoice the other Party.

3.2.5.2 The Parties agree that the invoices exchanged between them will contain the following information:

3.2.5.2.1 The invoices will include identification of the monthly bill period (from and through dates) and invoices will include all current charges, past due balance, adjustments, credits, late payment fees, payments, and a contact for billing inquiries.

3.2.5.2.2 The Parties will issue invoices for usage and Facilities. Usage charges will be billed in arrears based on the agreed upon rates set forth in Section 3.1.2.1 of the Agreement. Facility charges will be billed in advance from Telco. Any fractional

monthly charges and credits for Facilities incurred during the bill period may be reflected on the invoice for that bill period or the following bill period.

3.2.5.2.3 CARRIER will bill Telco by LATA (until MTA billing is implemented) by state, based on the terminating location of the call. CARRIER will display the Common Language Location Identifier code(s) of the Point of Interconnection where the exchange of traffic between Telco and CARRIER takes place as well as the number of calls and Conversation MOUs for each inbound trunk route. Telco will bill CARRIER by LATA and by the End Office/Access Tandem Switch, based on the terminating location of the call and will display and summarize the number of calls and Conversation MOUs, for each terminating office.

3.2.5.2.4 The Parties will provide a remittance document with each invoice identifying: remittance address, invoice number and/or billing account number, summary of calls, Conversation MOUs and charges, amount due, and payment due date (at least thirty (30) days from the bill date/date of invoice).

3.2.5.2.5 Invoices between the Parties will be provided on paper, unless a mechanized format is mutually agreed upon.

3.2.5.2.6 Invoices will be based on Conversation MOUs for all completed calls and are measured in total conversation time seconds, which are totaled for the monthly billing cycle and then rounded up to the next whole minute. Conversation MOUs will be aggregated at the end of the bill period.

3.2.6 The Parties agree to resolve any billing or record exchange disputes pursuant to the Dispute Resolution provisions set forth in Section 32 of this Agreement.

### 3.3 Terms and Compensation for Use of Facilities for Local CMRS Interconnection.

#### 3.3.1 CMRS Interconnection Transport Arrangements.

The Parties will interconnect their networks using digital Facilities of at least DS1 transmission rates, except for Type 1 CMRS Interconnection arrangements, where the DS1 minimum will not be applicable.

3.3.2 CMRS Interconnection Transport Charges.

3.3.2.1 Charges shall be determined by Telco's tariff.

3.3.3 Switch Share Markets. Where CARRIER provides switching services to other two-way CMRS providers in Switch Share Markets, the traffic shall be treated as if it were provided to and from CARRIER' end users. Determination of the proper compensation rates for Facilities under this Section 3.3 shall include such traffic in the same manner as CARRIER' own traffic is included.

3.3.4 Interconnection Facilities. The following shall apply for Facilities dedicated solely for transport of Interconnection traffic.

3.3.4.1 Each Party shall be responsible for providing its own or leased transport Facilities to route calls to and from the POI. Each Party may construct its own Facilities, it may purchase or lease these Facilities from a third party, or it may purchase or lease these Facilities from the other Party, if available, pursuant to tariff, e.g., as identified on Attachment 1 - Pricing (Wireless) or separate contract. Facilities between the Parties' respective networks will not be provided pursuant to this Agreement. If the Parties agree to share the use of Facilities, they shall share proportionately in the costs of those Facilities. Where a one-way Facility is used, each Party will be solely responsible for the cost of that Facility up to the POI. Except when a Type 1 interface is employed, in which case analog Facilities may be used, the Parties will connect their networks using digital Facilities of at least DS1 transmission rates.

3.3.4.2 Provision of Facilities obtained from Telco will be in accordance with Telco's applicable Access Services tariff or separate contract.

3.3.4.3 Shared Facilities.

3.3.4.3.1 When the Parties share DS1 and/or DS3 Facilities dedicated for transport of Interconnection traffic, the Parties will develop statewide CARRIER to Telco and Telco to CARRIER traffic factors based on billed Conversation MOUs. At a minimum, the Parties will use a three (3) month average of billing usage to develop the traffic factors. These factors may be updated every six (6) months at either Party's request or when significant network charges occur in either Party's network. The Parties shall exchange sufficient data to reasonably justify such new factor.

- 3.3.4.3.2 Telco may reduce charges, to reflect the proportionate share of the Facility that is used for the transport of traffic originated by Telco, or Telco may elect that CARRIER to bill Telco on a monthly basis. If Telco requests CARRIER to bill Telco, CARRIER will multiply the Telco to CARRIER traffic factor against the total shared DS1 and/or DS3 Facility charges billed by Telco to CARRIER. CARRIER will then invoice Telco on a monthly basis, this proportionate cost for the Facilities utilized by Telco.
- 3.3.4.3.3 Should the Parties desire to share the cost of Facilities and Trunks, when Facilities larger than DS1s and/or DS3s are dedicated to provide Interconnection traffic under this Agreement, they will separately negotiate terms for such sharing
- 3.3.4.4 Each Party reserves the right to discontinue the use of all or a portion of the other Party's transport network for delivering Local CMRS Calls in favor of an alternative transport solution. This provision does not negate any obligations either Party may have regarding such Facilities, such as, but not limited to term and notice provisions.
- 3.3.4.5 If either Party provides one hundred percent (100%) of the Interconnection Facility via lease of meet point circuits between the other Party and a third party, or lease of third party Facilities or construction of its own Facilities, that Party may charge for the proportionate amount based on relative usage of the Facility in question using the lesser of (1) Telco's Dedicated Transport rate; (2) CARRIER' costs if filed and approved by a commission of appropriate jurisdiction; or (3) the actual cost of the Interconnection Facility if obtained from a third party. Nothing in this provision shall be construed to restrict the application of Section 3.3.4, above.
- 3.3.4.6 CARRIER and Telco are presently interconnected at numerous points in each LATA throughout Telco's Service Area. Each Party has provided the other with Interconnection at various reasonable points on its network in each LATA or tandem serving area. Having reviewed one another's network configurations, the Parties agree that their present network design and resulting Interconnection arrangements, taken as a whole and on balance, impose a reasonable allocation of transport and switching costs upon each Party and constitute one form of reliable and economically efficient Interconnection.

3.3.4.7 The Parties agree that reliable and economically efficient Interconnections require, among other things, that Interconnection points between the Parties' networks be within reasonable proximity to each other, based on the joint planning and forecasting requirements, in order to keep transport costs balanced for the exchange of Local Traffic; and that routing flexibility be maintained, to allow the use of less costly shared or common transport within each Party's network to permit the use of the shortest available dedicated link between the Parties' networks for traffic exchange, consistent with LERG routing guidelines.

3.3.4.8 The Parties agree that they will not, under this Agreement, impose financial obligations for the reimbursement of shared Facility costs on the other Party to the extent the average of the number of DS1's weighted by their distances exceeds forty (40) miles. The Parties also agree that they will minimize the use of Type 1 CMRS Interconnection whenever possible, and when use of Type 1 CMRS Interconnection is required, will not impose financial obligations to the extent Facilities used in conjunction with such Type 1 CMRS Interconnection exceed twenty (20) miles.

#### 3.4 Charges and Payment.

3.4.1 Each Party agrees to pay the other all undisputed rates and charges by the earlier of (i) the payment date, which may be set no earlier than thirty (30) days after the bill date, or (ii) the next bill date (i.e., the same date in the following month as the bill date).

3.4.2 Usage-sensitive charges hereunder shall be billed monthly in arrears by both Parties.

3.4.3 All nonusage-sensitive monthly charges shall be billed by Telco monthly in advance, except those charges due for the initial month, or a portion of the initial month during which new items are provided, will be included in the next bill rendered.

3.4.4 All interconnection Facilities charges (recurring and non-recurring) owed to CARRIER by Telco under Section 3.3, above, shall be billed by CARRIER to Telco thirty (30) days following receipt by CARRIER of Telco's invoice.

3.4.5 Late Payment Charge. Bills will be considered past due thirty (30) days after the bill date or by the next bill date (i.e., same date as the bill date in the following month), whichever occurs first, and are payable in immediately available U.S. funds. If the amount billed is received by the billing Party after the payment due date or if any portion of the payment is

received by the billing Party in funds which are not immediately available to the billing Party, then a late payment charge will apply to the unpaid balance. The late payment charge will be as set forth in Telco's applicable state tariff.

- 3.4.6 Billing Disputes. The billed Party has forty five (45) days after the receipt of the invoice to officially dispute, in writing, the charges which have been withheld from the billing Party. Such billing dispute will include specific invoice and dispute detail for the billing Party to be able to properly investigate the dispute. Both Parties have sixty (60) days from the date of the receipt of the billing dispute in which to work through the issues surrounding the dispute and come to resolution. If the appropriate billing contacts are unable to resolve the dispute, the issue may be escalated to appropriate business representatives who will then have thirty (30) days to resolve the dispute. In the event that a billing dispute arises concerning any charges which cannot be resolved by reasonable business measures, the dispute shall be resolved in accordance with the Dispute Resolution provisions set forth in Section 32 of this Agreement.
- 3.4.7 Backbilling. Charges for all services provided pursuant to this Agreement may be billed by the billing Party for up to six (6) months after the initial date service was furnished. The billed Party may dispute such charges in accordance with Section 3.4.6 above.
- 3.4.8 Backcredits. Neither Party may request credit for any billing by the other Party pursuant to this Agreement more than six (6) months after the date of the bill on which the service or Facility was billed. If the request for credit leads to a billing dispute, such dispute shall be in accordance with Section 3.4.6 above. This Section 3.4.8 shall not apply to requests for credit when the true-ups are provided for in this Agreement.
- 3.4.9 Tariffed Services. Where charges specifically refer to tariffed charges, then those tariffed charges and those alone shall be deemed amended to conform to any authorized modifications that may hereafter occur to the tariff rates for such equivalent Facilities and arrangements. Such amendments shall become effective upon the effective date of tariff modifications. Telco shall provide CARRIER with notice, at the time of filing, of the filing of any such tariff modifications.
- 3.4.10 Surcharges and Surcredits. The rates and charges for Facilities and serving arrangements provided pursuant to this Agreement are subject to the applicable surcharges listed in Telco's intrastate tariffs.
- 3.4.11 Taxes. Each Party may charge and collect from the other, as applicable, appropriate federal, state, and local taxes. Where the billed Party notifies the other and provides appropriate documentation of exemption, the billing Party will not collect such taxes. In the event of a dispute between the Parties as to the exempt status of the billed Party, the billing Party will

continue to charge and collect and the billed Party will continue to pay the tax until the billed Party provides the billing Party with appropriate affirmative documentation of the exempt status.

3.5 Intercept Arrangements.

3.5.1 The Parties shall provide voice intercept recorded announcement and/or distinctive tone signals to the calling Party when a call is directed to a number within one (1) of its NXX Code(s) that has not been assigned to a Customer.

3.5.2 When either Party's network is not able to complete a call because of a malfunction in the other's network or other equipment, the Parties will, when possible, either divert the call to an operator or provide a recorded announcement to the calling party advising that the call cannot be completed.

3.5.3 Wherever a call is directed to a voice intercept recorded announcement by the terminating Party, the terminating Party shall not provide Answer Supervision.

**4. TRANSMISSION AND ROUTING OF EXCHANGE ACCESS SERVICE PURSUANT TO SECTION 251(C)(2)**

4.1 This Section 4 provides the terms and conditions for the exchange of traffic between CARRIER' network and Telco's network for Switched Access to IXCs, thus enabling CARRIER end users to access IXCs for the transmission and routing of interMTA and interLATA calls.

4.2 IXC Traffic.

4.2.1 CARRIER may order Equal Access Trunks in order to provide for access to IXCs through Telco's network.

4.2.2 CARRIER may send traffic to IXCs via Telco over Equal Access Trunks or Type 1 CMRS Interconnection Trunks.

4.2.3 Telco may send traffic from IXCs to CARRIER over CMRS Interconnection Trunks, Equal Access Trunks, or Type 1 CMRS Interconnection Trunks.

4.2.4 If traffic is handed from Telco directly to an IXC, from CARRIER directly to an IXC, from CARRIER to an IXC via Equal Access trunks, or from an IXC directly to Telco, access charges shall not apply to CARRIER.

4.3 InterMTA Traffic.

4.3.1 For the purpose of compensation between Telco and CARRIER under this Agreement, InterMTA Traffic is subject to the rates stated in Attachment I – Pricing (Wireless).

- 4.3.2 To the extent that such traffic cannot be measured, interMTA factors (mobile to land and land to mobile) will be developed by CARRIER to determine the amount of InterMTA Traffic. CARRIER will provide an analysis to Telco, upon request, to explain the derivation of the percent interMTA factors.
- 4.3.3 Based on its analysis as of the Effective Date, CARRIER states that the initial interMTA factor under this Agreement is 2%, subject to true up, based on a network study. The initial true up, if any, will be back to the effective date of this agreement. Subsequent true ups, if any, will be back to the date of the previous true up.

## **5. UNBUNDLED NETWORK ELEMENTS**

- 5.1 Where technically feasible, Telco shall make unbundled network elements available to CARRIER in accordance with the Act and the FCC's Rules (47 CFR § 51.307 et. seq). Upon CARRIER' request, the Parties agree that they will negotiate the specific network elements and the terms and conditions on which these network elements will be provided.
- 5.2 Telco's provision of unbundled network elements under this Agreement is subject to the provisions of the Act, including but not limited to, Section 251(d). Both Parties reserve the right to dispute whether any unbundled network elements identified in the Agreement must be provided under Section 251(c)(3) and Section 251(d) of the Act, and under this Agreement. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, based upon any action by any telecommunications carrier, finds, rules and/or otherwise orders that any of the unbundled network elements and/or unbundled network element combinations provided for under this Agreement do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be invalidated, modified or stayed to the extent required to immediately effectuate the subject order upon written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement on the modifications required to the Agreement to immediately effectuate such order. If negotiations fail, disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution provisions set forth in this Agreement.

## **6. COLLOCATION**

Telco will provide collocation to CARRIER pursuant to Telco's tariff or separate agreement, which will, upon CARRIER' request, include any arrangement that both Parties agree is, or is specifically found by the Commission to be, a collocation arrangement and that is made available to any other CMRS provider. If Commission resolution is necessary, the Parties agree to cooperatively seek an expeditious resolution of any determination of whether a particular arrangement is a collocation arrangement.

**7. NONDISCRIMINATORY ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS OF WAY**

Telco shall provide CARRIER access to poles, ducts, conduits and rights of way it owns or controls on rates, terms and conditions consistent with Section 224 of the Act and the FCC's Rules.

**8. NONDISCRIMINATORY ACCESS TO TELEPHONE NUMBER RESOURCES**

8.1 It shall be the responsibility of each Party to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Telco nor CARRIER shall charge each other for changes to switch routing software necessitated by the opening of NPA or NXX codes. If either Party is authorized to recover its costs for changes to switch routing software necessitated by the opening of NPA or NXX codes, the Parties shall reimburse each other's costs according to such authorization.

8.2 The Parties shall comply with Central Office Code Assignment Guidelines, as currently specified in INC 95-0407-008, in performing the electronic input of their respective number assignment information into the Routing Database System.

8.3 The Parties shall cooperate to reassign the routing V&H and the Common Language Location Identifier ("CLLI") of Dedicated NXX Codes from Telco's Access Tandems to points within CARRIER' network as designated by CARRIER. CARRIER agrees that it shall use best efforts to complete the reassignment of its Dedicated NXX Codes into its network. The Parties agree to cooperate in order to complete the transfer of all codes by the end of 1999. Until an NXX code is reassigned, it will continue to be temporarily assigned to Telco's network as shown in the LERG.

8.4 Telco will forward a confirmation to CARRIER in response to CARRIER' request to add CARRIER' NPA-NXXs to CMRS Interconnection Trunk Groups, when CARRIER submits such a request accompanied by an ASR without service and using the remarks section to refer to the NPA-NXX form. This NPA-NXX installation request will be treated as a no-charge order.

8.5 Both Parties will provide switch translations and billing contact points regarding the establishment of or modification to full number blocks.

**9. NUMBER PORTABILITY**

9.1 The Parties agree to implement Permanent Number Portability ("PNP"), in compliance with FCC or Commission orders, within and between their networks as soon as technically feasible, but no later than the schedule established by the FCC or the Commission.

- 9.2 Each Party shall recover its costs for PNP in accordance with FCC or Commission orders.
- 9.3 Except as otherwise agreed between the Parties in writing, to the extent that a Party performs a query or is required to perform a query for PNP calls, that Party will make arrangements to perform its own queries for PNP calls on an N-1 basis, where N is the entity terminating the call to the user.
- 9.4 The Parties shall cooperate in conducting testing to ensure interconnectivity between their networks. Each Party shall inform the other of any network updates that may affect the other's network and shall, at the other's request, perform tests to validate the operation of the network.
- 9.5 Prior to the date that PNP is implemented by both Parties, the Parties agree to cooperatively establish terms, conditions, and procedures for porting telephone numbers.

## **10. TROUBLE REPORTING**

The Parties will cooperatively plan and implement coordinated repair procedures for the CMRS Interconnection Trunks and Facilities to ensure trouble reports are resolved in a timely and appropriate manner.

## **11. CHANGE IN SERVICE ARRANGEMENTS**

Charges associated with changes in CARRIER' Interconnection arrangements are in addition to other applicable charges. Change charges are as set forth in Telco's applicable state access tariff.

## **12. ALLOWANCES FOR TRUNK INTERRUPTIONS**

CARRIER shall, upon request, be credited an amount for the period during which CMRS Interconnection Trunks are out of service due directly to a failure of Telco's switching equipment:

- a. For CMRS Interconnection Trunks, interruptions on a per line or trunk termination basis, no credit shall be allowed for an interruption of less than twenty-four (24) hours. CARRIER shall be credited for an interruption of twenty-four (24) hours or more at the rate of one-thirtieth (1/30th) of the applicable monthly recurring rate.
- b. The interruption period starts when an out of service condition is reported to Telco and ends when the trunks are restored to service. Claims for reimbursement under this Section must be made in writing within thirty (30) days of the occurrence and shall be payable within thirty (30) days of such notification. Credit allowances for interruption or for a series of interruptions shall not exceed the monthly recurring rate for the service interrupted in only one monthly billing period.

- c. No credit allowance will be made for: (i) interruptions caused by the Facilities used to provide CMRS Interconnection; (ii) interruptions where CARRIER has released the trunk to Telco for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during that time which was negotiated with CARRIER prior to the release of this service; or (iii) an interruption or a series of interruptions resulting from a common cause for amounts less than one dollar (\$1.00).

### **13. NETWORK MANAGEMENT**

- 13.1 Protective Controls. Any Party may use or request protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic to or from each other's network, when required to protect the public switched network from congestion due to Facility failures, switch congestion, or failure or focused overload. The Parties will immediately notify each other of any protective control action planned or executed.
- 13.2 Expansive Controls. Where the capability exists, originating or terminating traffic reroutes may be implemented by any Party to temporarily relieve network congestion due to Facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when the Parties mutually agree.
- 13.3 Mass Calling. The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, in order to prevent or mitigate the impact of these events on the public switched network.
- 13.4 Network Harm. Both Parties shall work cooperatively to prevent use of any service provided in this Agreement in any manner that interferes with third parties in the use of their service, prevents third parties from using their service, 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.
- 13.5 High Volume Calling Trunk Groups. The Parties shall cooperate to establish separate trunk groups for the completion of calls to high volume Customers.

### **14. LIABILITY AND INDEMNITY**

- 14.1 Neither Party assumes any liability for any act or omission of the other in the furnishing of its service to its Customers solely by virtue of entering into this Agreement.
- 14.2 Except as otherwise stated in this Section 14, and except for damages resulting from gross negligence or willful misconduct, the liability of each Party for damages arising out of delays in installation, maintenance, or restoration of

Facilities, services, or arrangements or out of mistakes, omissions, interruptions, or errors or defects in transmission occurring in the course of exchanging traffic over the Facilities, services or arrangements described herein shall in no event exceed the amount of the allowance, if any, available under the applicable tariff.

- 14.3 Each Party agrees to reimburse the other for damages to premises or equipment resulting from the installation, maintenance, or removal of Facilities, services, or arrangements, if caused by negligence or willful act of the reimbursing Party.
- 14.4 Each Party shall reimburse the other for any loss through theft of Facilities or services, by or through employees of the reimbursing Party while on the premises of the other.
- 14.5 The Parties shall cooperate with each other in the defense of any suit, claim, or demand by third persons against either or both of them arising out of the interconnection arrangements and exchange of traffic hereunder including, without limitation, Workers' Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications.
- 14.6 Neither Party shall be required to reimburse the other for any claim or loss pursuant to this Section 14 where the amount in controversy is less than two hundred and fifty dollars (\$250.00).
- 14.7 Neither Party shall be liable to the other in connection with the provision or use of services offered under this Agreement for indirect, incidental, consequential, or special damages, including (without limitation) damages for lost profits, regardless of the form of action, whether in contract, indemnity, warranty, strict liability, or tort.

## **15. PATENTS**

- 15.1 With respect to claims of patent infringement made by third persons, Telco and CARRIER shall defend, indemnify, protect and save harmless the other from and against all claims arising out of the improper combining with or use by the indemnifying Party of any circuit, apparatus, system or method provided by that Party or its subscribers in connection with the Facilities, services or arrangements furnished under this Agreement.
- 15.2 No license under patents is granted by either Party to the other, or shall be implied or arise by estoppel with respect to any circuit, apparatus, system, or method used by either Party in connection with any Facilities, services, or arrangements furnished under this Agreement.

## **16. RECORDS**

- 16.1 Each Party will keep adequate records of its operations and transactions under this Agreement and shall furnish to the other Party such information as may be reasonably required for the administration of this Agreement. Records required

under this Agreement are subject to the confidentiality provisions of Section 20 of this Agreement.

- 16.2 The Parties shall, upon reasonable request, furnish copies or otherwise make available to each other the licenses and other Federal and, if applicable, State regulatory authorizations and its filed tariffs or other published schedules of charges pertaining to the traffic to be exchanged hereunder. In the event that CARRIER possesses requisite authority, but the regulatory agency involved has not issued a formal document of authorization, Telco shall accept, as satisfying the requirements of this provision, the notice granting authorization in the agency's official publication(s).

## **17. TERM AND TERMINATION**

- 17.1 Except as provided herein, the Parties agree to interconnect pursuant to the terms defined in this Agreement until June 1, 2004.
- 17.2 After June 1, 2000, either Party may request negotiations between the Parties for new rates, terms, and conditions of the CMRS Interconnection arrangements. Such negotiations shall begin within thirty (30) days after delivery of such a request. Any resultant new CMRS Interconnection agreement shall be effective when approved by the Commission or upon such other date as is agreed to by the Parties in the agreement itself.
- 17.3 This Agreement shall continue in effect until:
- 17.3.1 a regulatory or judicial body approves a negotiated new Interconnection agreement between the Parties for the Service Areas covered by this Agreement; or
  - 17.3.2 an arbitrated new Interconnection agreement between the Parties for the Service Areas covered by this Agreement becomes effective.
  - 17.3.3 this Agreement is terminated in accordance with the terms of this Section 17.
- 17.4 The Parties agree that, except as otherwise provided in this Agreement, the rules and timeframes of Section 252 of the Act shall apply to any request for a new Interconnection agreement initiated under Section 17.2. This includes arbitration by the Commission in the timeframes established in Section 252 of the Act.
- 17.4.1 If, for any reason, the Commission declines to arbitrate issues resulting from the negotiations, either party may petition the FCC to arbitrate such issues.
  - 17.4.2 If, for any reason, the FCC declines to arbitrate issues resulting from the negotiations, either Party may request binding commercial arbitration, which shall be governed by the rules of the American Arbitration Association, except as the Parties agree to modify such rules.

- 17.5 Notwithstanding any other provisions of this Agreement, this Agreement may be terminated at any time as mutually agreed upon by the Parties in writing.
- 17.6 In the event CARRIER intends to cease providing its Authorized Services, CARRIER shall communicate this intent to Telco in writing at least sixty (60) days prior to the time CARRIER intends to cease providing its Authorized Services. If it sends such a communication, CARRIER may terminate this Agreement as part of that same advance written notice, subject to payment for Facilities or arrangements provided or for costs incurred.
- 17.7 Violation Of or Refusal to Comply with Provisions of Agreement.
- 17.7.1 Either Party may provide thirty (30) days written notice to the other of repeated or willful material violation of, or refusal to comply with, the provisions of this Agreement.
- 17.7.2 If such material violation or refusal has continued uncured for thirty (30) days following receipt of such written notice by the defaulting Party, the other Party may terminate this Agreement on thirty (30) days written notice.
- 17.7.3 The terminating Party shall notify the FCC and the Commission and concurrently give the other Party written notice of the prospective date and time of discontinuance of service.
- 17.8 Immediate Termination.
- 17.8.1 This Agreement shall immediately terminate upon the permanent suspension, revocation, or termination by other means of either Party's authority to provide services over its network and shall be suspended during periods of temporary suspension, revocation, or termination of such authority.
- 17.8.2 Notwithstanding such termination, the terminating Party shall notify in writing the Party who has lost its authority, not less than thirty (30) days prior to discontinuing the Interconnection arrangements provided hereunder.
- 17.8.3 At such time the terminating Party will also notify in writing the FCC and the Commission of the prospective discontinuance.
- 17.9 Upon termination of this Agreement, the monthly charges payable under the Agreement shall be prorated to the date of termination, provided that the Facility or arrangement for which such charge is levied has been in service for more than one (1) month. Otherwise, the full monthly charge shall be due on termination, together with any applicable non-recurring charges.
- 17.10 If this Agreement is terminated for any reason and the Parties continue to provide services hereunder, then the terms and conditions contained herein shall continue

to apply to such services until a new contract between the Parties is in place, unless otherwise agreed.

## **18. REGULAR MEETING**

The Parties recognize that they share a goal of ensuring that their Customers receive the highest quality and most reliable service. To help achieve this goal, the Parties agree to meet every six (6) months, at the request of the other, to discuss procedures under this Agreement, and planned changes or enhancements of the Parties' respective networks.

## **19. DEPOSITS**

Each Party ("Requesting Party") may, in order to safeguard its interests, require that the other Party, if it has a proven history of late payments or has not established credit, to make a deposit to be held by the Requesting Party as a guarantee of the payment of charges.

## **20. CONFIDENTIALITY**

- 20.1 In light of the confidential nature of the non-public, proprietary information that may be developed and owned by the Parties during the term of this Agreement, or that may be used by the Parties, or their officers, employees, agents, or Affiliates or their officers, employees, or agents, in the performance of their Customer obligations, each Party hereto will (and will not cause or permit any of its officers, employees or agents or its Affiliates or their officers, employees or agents to do otherwise) receive and treat all confidential, proprietary, non-public information so developed, including without limitation, the systems, engineering and other technical data, forecasts, business records, correspondence, cost data, customer lists, estimates, market surveys, traffic data, trade secrets and other trade information (the "Information") as confidential, and keep, file and store such Information together with any notes or other material incorporating or relating to the Information, in a manner consistent with its confidential nature. All such Information, except the types of Information specified in Section 20.2, shall be conspicuously marked as "Confidential."
- 20.2 Any information that (i) is now in or subsequently enters the public domain through means other than direct or indirect disclosure by any Party hereto in violation of the terms of this Agreement or by any other person or entity in violation of an obligation of confidentiality; (ii) is, with the exception of traffic information, already in the possession of the Party receiving such information free of any obligation of confidence to any Party; or (iii) is lawfully communicated to the Party receiving the information by a third party free of any confidential obligation, shall not constitute "Information" hereunder.
- 20.3 Any traffic or billing data provided by either Party to implement the terms of this Agreement shall be considered Confidential and shall be disclosed only to those persons who have a need to see the information to implement the terms of this

contract. Neither Party shall permit traffic or billing data to be disclosed to any Affiliate or subsidiary corporation that provides services that compete with the other Party.

- 20.4 Notwithstanding the above, information required to be disclosed by a Party to a legislative, regulatory, or judicial body may be so disclosed; however, the Party so releasing information proprietary to the other Party shall notify that Party prior to the release of said information and if requested shall seek confidential status of said information with the requesting body.

## **21. NO WAIVER**

- 21.1 The failure of either Party to insist upon performance of any of the terms and conditions of this Agreement in any one or more instances shall not be construed as a waiver or relinquishment of any such terms, covenants, and conditions, but the same shall be and remain in full force and effect.
- 21.2 The Parties acknowledge and agree that by executing this Agreement, neither Party waives any of its rights, remedies, or arguments with respect to any regulatory or judicial decisions.

## **22. NOTICE**

- 22.1. The written notices provided for herein (other than trouble reports and notice of interruption) shall be given by fax and by posting by certified mail to CARRIER, return receipt requested, addressed as follows:

Dan Menser  
Senior Corporate Counsel  
T-Mobile USA, Inc.  
12920 SE 38<sup>th</sup> Street  
Bellvue, WA 98006  
Fax No: (425) 920-2638

and to Telco addressed as follows:

Contract Management  
ATTN: Notices Manager  
Four Bell Plaza, 9<sup>th</sup> Flr.  
311 S. Akard Street  
Dallas, TX 75202-5398

Each Party agrees to inform the other of any name change or in its legal status in writing within thirty (30) days of the effective date of such change.

## **23. ASSIGNMENT**

- 23.1 This Agreement may not be assigned by either Party without the prior written consent of the other, which shall not be unreasonably withheld.
- 23.2 Except as otherwise provided herein, this Agreement shall be binding on and shall inure to the benefit of Parties hereto and their respective successors and assigns.

## **24. AMENDMENTS, CHANGES, AND MODIFICATIONS**

- 24.1 If either Party proposes to make any permanent changes in the arrangements provided for in this Agreement, or any Attachments, or any permanent change in its operations that would affect the other Party's operations or services once the Facilities, arrangements, apparatus, equipment, or any other item furnished by the Parties under this Agreement are installed, the changing Party shall give reasonable advance written notice to the other Party of such changes, advising when such changes will be made. All such changes shall be coordinated with the non-changing Party. Nothing in this Section shall affect the Parties' rights and obligations under this Agreement.
- 24.2 Subject to the provisions of Section 24.1 above, each Party shall be solely responsible, at its expense, for the overall design of its services and for any redesigning or rearrangement of its services that may be required because of changes in Facilities, operations or procedures of the other, minimum network protection criteria, or operating or maintenance characteristics of the Facilities.
- 24.3 No provision of this Agreement shall be deemed waived, amended, or modified by either Party, unless such waiver, amendment, or modification is in writing and signed by the authorized representatives of both Parties.

## **25. LAW GOVERNING AGREEMENT**

This Agreement shall be governed by the Carrier of the State of Wisconsin and applicable federal law.

## **26. INSOLVENCY**

- 26.1 Either Party may terminate this Agreement by notice in writing effective upon mailing to the other Party in the event the other Party is insolvent, makes an assignment for the benefit of creditors, is unable to pay debts as they mature, files or has filed against it a petition in any court setting forth or alleging any of the foregoing or has a trustee or receiver or officer of the court appointed to control or supervise all or any substantial part of its assets or business. Such termination shall be permitted only if adequate assurance cannot be provided in accordance with Section 26.2.
- 26.2 When the circumstances referred to in Section 26.1, above exist, either Party may in writing demand adequate assurance of due performance and, until said Party receives such assurance, the other Party may suspend any performance required

under this Agreement. The adequacy of any assurance offered shall be determined according to commercial standards. After receipt of a justified demand, failure to provide within a reasonable time, not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Either Party may then exercise whatever legal rights they have available to them in light of said repudiation.

**27. SEVERABILITY**

In the event a portion of this Agreement is held to be unenforceable, that portion shall be severed from the Agreement and the remainder shall continue in full force; provided, however, that if the severing of a provision makes this Agreement in its entirety impossible to perform, the Agreement shall be terminated in accordance with the provisions of Section 17, above.

**28. THIRD PARTY BENEFICIARY**

This Agreement shall not provide any person not a Party to this Agreement with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing without reference to this Agreement.

**29. FORCE MAJEURE**

29.1 Neither Party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its fault or negligence.

29.2 If any such force majeure condition occurs, the Party injured by the other's inability to perform may, in accordance with Section 17 above, elect to (a) terminate this Agreement, provided the condition has existed for ninety (90) days in a one hundred and twenty (120) day period; or (b) suspend this Agreement for the duration of the force majeure condition and resume performance under this Agreement once such force majeure condition ceases.

**30. MOST FAVORABLE TERMS AND CONDITIONS**

To the extent provided in Section 252(i) of the Act and related provisions of the FCC's rules and regulations, Telco shall make available to CARRIER for a reasonable period of time any interconnection, service, or network element provided under an agreement approved under Section 252 of the Act to which Telco is a Party upon CARRIER' agreement to the same terms and conditions as those provided in that agreement.

**31. CHANGES IN LAW**

31.1 In the event that any final and nonappealable legislative, regulatory, judicial, or other legal action materially affects any material terms of this Agreement or any Attachment hereto, renders this Agreement or any Attachment hereto inoperable,

creates any ambiguity or requirement for further amendment to this Agreement or any Attachment hereto, or adversely affects the ability of either Party to perform any material term of this Agreement, either Party may, on thirty (30) days written notice require that such Agreement, Attachment, or such terms thereof be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required or appropriate to reflect the results of such action.

- 31.2 Where Telco's Service Area or CARRIER' Service Area is modified after the Effective Date of this Agreement, the terms and conditions of this Agreement shall be modified to incorporate such modification, if requested by either Party.
- 31.3 Facilities and services shall not be used by either Party knowingly for any purpose or in any manner, directly or indirectly, in violation of any Carrier, or in violation of any approved tariffs, orders, regulations, or rules of the FCC, the Commission, or other governmental agency, or in aid of any unlawful act or undertaking. In addition, the Parties agree to amend this Agreement as necessary to comply with any change in law or legal requirements applicable to this Agreement or its Attachments.
- 31.4 This Agreement and the Attachments hereto shall be amended at the request of either Party to take into account changes in FCC or Commission decisions, tariffs, rules, and requirements, including changes resulting from judicial review of applicable regulatory decisions, that require amendment of this Agreement. This Agreement and the Attachments hereto and the rates, charges, terms, and conditions set forth herein and therein shall be amended from time to time to conform to such new or changed rates, charges, terms, and conditions as may subsequently be approved by the FCC or the Commission and that require amendment of this Agreement.
- 31.5 Wherever a tariffed rate is cited or quoted, it is understood that said cite incorporates any changes to said tariffs.

## **32. DISPUTE RESOLUTION**

### **32.1 Timing for Dispute Resolution.**

Except as otherwise specifically provided for in this Agreement, no claims will be brought for disputes arising from this Agreement more than twenty four (24) months from the date the occurrence which gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention.

### **32.2 Alternative to Litigation.**

The Parties generally desire to resolve disputes arising out of this Agreement without court litigation. Accordingly, the Parties agree to use the following Dispute Resolution procedure with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

32.3 Commencing Dispute Resolution.

Dispute Resolution shall commence when one Party sends to the other Party a written notice of a controversy or claim arising out of or relating to this Agreement and specifying the exact nature, time and terms of the dispute. No Party may pursue any claim unless such written notice has first been given to the other Party.

32.4 Informal Resolution of Disputes.

32.4.1 When such written notice has been given, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement.

32.4.2 The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives, but they shall use their best efforts to resolve the dispute within sixty (60) days.

32.4.3 Upon agreement, the representatives may utilize other alternative Dispute Resolution procedures such as mediation to assist in the negotiations.

32.4.4 Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any ICarrieruit without the concurrence of both parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or ICarrieruit.

32.5 Formal Dispute Resolution.

32.5.1 If the Parties are unable to resolve the dispute through the informal procedure described above, then either Party may invoke the following formal Dispute Resolution procedures by submitting to the other Party a written demand for arbitration. Unless agreed upon by the Parties, formal Dispute Resolution procedures described below, including arbitration or other procedures as appropriate, may be invoked no sooner than sixty (60) days after the date of the notice initiating Dispute Resolution under Section 32.3.

32.6 Claims Subject to Arbitration.

All claims will be subject to arbitration pursuant to Section 32.7 if, and only if, the claim is not settled through informal Dispute Resolution and both Parties agree to arbitration. If both Parties do not agree to arbitration, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanism.

32.7 Arbitration.

- 32.7.1 Disputes subject to arbitration under the provisions of this Agreement will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree.
- 32.7.2 Each arbitration will be held in Milwaukee, Wisconsin unless the Parties agree otherwise.
- 32.7.3 The arbitration hearing will be requested to commence within sixty (60) days of the demand for arbitration.
- 32.7.4 The arbitrator will control the scheduling so as to process the matter expeditiously.
- 32.7.5 The Parties may submit written briefs upon a schedule determined by the arbitrator.
- 32.7.6 The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings.
- 32.7.7 The arbitrator will have no authority to award punitive damages, exemplary damages, consequential damages, multiple damages, or any other damages not measured by the prevailing party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of the Agreement.
- 32.7.8 The arbitrator shall be knowledgeable of telecommunications issues.
- 32.7.9 The arbitrator shall permit reasonable written discovery between the Parties as part of the arbitration process.
- 32.7.10 The times specified in this Section may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause.
- 32.7.11 Each Party will bear its own costs of these procedures, including attorneys' fees.
- 32.7.12 The Parties will equally split the fees of the arbitration and the arbitrator.
- 32.7.13 The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof.
- 32.7.14 Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

32.8 Resolution of Billing Disputes.

The following provisions apply specifically to the resolution of billing disputes:

32.8.1 When a billing dispute is resolved in favor of the billed Party the following will occur within thirty (30) days:

32.8.1.1 Interest will be paid by the billing Party on any amounts paid in excess of the amount found to be due according to the Dispute Resolution.

32.8.1.2 Payments made in excess of the amount found to be due according to the Dispute Resolution will be reimbursed by the billing Party.

32.8.2 When a billing dispute is resolved in favor of the billing Party, the following will occur within thirty (30) days:

32.8.2.1 Late payment charges will be paid by the disputing Party on any amount not paid that was found to be due according to the Dispute Resolution.

32.8.2.2 Any amounts not paid but found to be due according to the Dispute Resolution will be paid to the billing Party.

32.9 No Conflict. The Dispute Resolution procedures set forth in this Agreement are not intended to conflict with applicable requirements of the Act or the Commission with regard to procedures for the resolution of disputes arising out of this Agreement.

### **33. EFFECTIVE DATE**

This Agreement shall become effective upon approval by the Commission.

### **34. SUPERSEDURE**

This Agreement supersedes all prior agreements, interim agreements, letters of agreement, memorandums of understanding, and any other written documentation of agreements between the Parties hereto with respect to the subject matter hereof.

### **35. EXECUTION IN MULTIPLE PARTS**

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

### **36. ENTIRE AGREEMENT**

This Agreement shall constitute the entire agreement between Telco and CARRIER with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below:

**\*Wisconsin Bell, Inc. d/b/a SBC Wisconsin**

By SBC Telecommunications, Inc.,  
its authorized agent

Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print or Type)

Title: For/President - Industry Markets

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

**T-Mobile USA, Inc.**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print or Type)

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

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

"Since this Agreement is an adoption of an existing approved Interconnection Agreement, the term "Effective Date" throughout the Agreement (excluding the title page and Preamble) shall July 8, 2003. The change in "Effective Date" within the Agreement is only intended so that the Parties may meet the operation obligations of the Agreement and in no way is intended to extend the Agreement beyond the termination date of the adopted Agreement."

Any amendments that were executed on the underlying AT& T Wireless Services, Inc. Agreement are incorporated into this 252i/MFN Agreement.

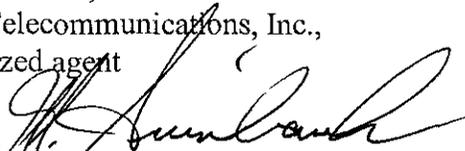
\*Carrier under this MFN agreement has not yet provided any Carrier-specific information (as the carrier in the underlying agreement did) to support any modification to the default rates, percentages and factors in the underlying Agreement. Accordingly, the default rates, percentages and factors in the underlying Agreement will apply TO THE MFN'ING CARRIER UNLESS AND until the APPROPRIATE provisions of the MFN Agreement are INVOKED BY EITHER PARTY AND ALTERNATE RATES, PERCENTAGES, FACTORS AND/OR COMPENSATION RATES ARE NEGOTIATED BY THE PARTIES WHICH ARE SPECIFIC TO THE MFN'ING CARRIER, if any.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below:

**\*Wisconsin Bell, Inc. d/b/a SBC Wisconsin**

By SBC Telecommunications, Inc.,  
its authorized agent

Signature: \_\_\_\_\_



**Mike Auinbauh**

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

(Print or Type)

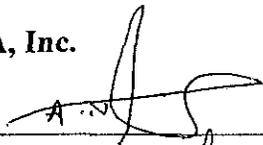
Title: For/President - Industry Markets

JUN 28 2003

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

**T-Mobile USA, Inc.**

Signature: \_\_\_\_\_



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

Abdul Saad

(Print or Type)

Abdul Saad

Vice President

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

Systems Engineering & Network Operations

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

6/19/03

"Since this Agreement is an adoption of an existing approved Interconnection Agreement, the term "Effective Date" throughout the Agreement (excluding the title page and Preamble) shall July 8, 2003. The change in "Effective Date" within the Agreement is only intended so that the Parties may meet the operation obligations of the Agreement and in no way is intended to extend the Agreement beyond the termination date of the adopted Agreement."

Any amendments that were executed on the underlying AT& T Wireless Services, Inc. Agreement are incorporated into this 252i/MFN Agreement.

\*Carrier under this MFN agreement has not yet provided any Carrier-specific information (as the carrier in the underlying agreement did) to support any modification to the default rates, percentages and factors in the underlying Agreement. Accordingly, the default rates, percentages and factors in the underlying Agreement will apply TO THE MFN'ING CARRIER UNLESS AND until the APPROPRIATE provisions of the MFN Agreement are INVOKED BY EITHER PARTY AND ALTERNATE RATES, PERCENTAGES, FACTORS AND/OR COMPENSATION RATES ARE NEGOTIATED BY THE PARTIES WHICH ARE SPECIFIC TO THE MFN'ING CARRIER, if any.

**ATTACHMENT I - Pricing (Wireless)**

*to*

**CMRS INTERCONNECTION AGREEMENT**

*between*

**WISCONSIN BELL, INC. D/B/A SBC WISCONSIN**

*and*

**T-MOBILE USA, INC.**

**PRICING SCHEDULE FOR CMRS INTERCONNECTION  
SERVICE ELEMENTS AND TRUNK TERMINATIONS**

**WISCONSIN**

1. The rates for transport and termination shall be as follows:

- 1.1 AWS to Telco and Telco to AWS rates Per Conversation MOU

|           |           |           |            |
|-----------|-----------|-----------|------------|
| Type 2A   | Type 2B   | Type 1    | Transiting |
| \$.005385 | \$.004241 | \$.005385 | \$.005094  |

To the extent that the State Commission adopts or approves a Transiting rate other than that reflected herein, the Parties agree to institute those rates the following billing cycle after the State Commission approval is effective.

2. Facilities will be provided at the same rates, terms, and conditions that similar Facilities are provided by Telco in accordance with Section 3.3.4.

3. Shared Facility

The Shared Facility Factor is 0.25.

4. InterMTA Traffic

- 4.1 InterMTA Rates (to be paid per Conversation MOU to Telco by AWS on applicable AWS to Telco InterMTA calls)

\$.00562

5. The rates for Type 1, Type 2A and Type 2B trunk port elements are as follows:

Monthly Recurring (Carrier dedicated trunk)

Analog            \$20.00, plus \$2.53 per mile/per trunk

Digital            \$70.00, plus \$30.00 per mile/per DS-1

Non-recurring (Carrier dedicated trunk)

Analog            \$150.00

Digital            \$500.00

Additional rates for Type 1 are provided in Telco tariff Wisconsin 20, as amended from time to time.

6. Other Charges

6.1 **INTENTIONALLY LEFT BLANK**

6.2 **INTENTIONALLY LEFT BLANK**

6.3 **INTENTIONALLY LEFT BLANK**

6.4 Translation Charges. Translation charges will apply for each effected end office when Carrier requests a change in an NPA-NXX code from being an area wide calling plan NPA-NXX to a standard billing arrangement, or from or to being an EMS/EAS NPA-NXX.

6.5 **INTENTIONALLY LEFT BLANK**

6.6 Charges for miscellaneous other items such as Service Establishment, Change in Service Arrangement, Additional Engineering, Additional Labor Charges, Access Order Charge, Design Change Charge, Service Date Change Charge, ACNA, Billing Account Number (BAN) and Circuit Identification Change Charges, and Supersedure charges are governed by Telco's applicable interstate Access Services tariff, FCC 2, 6.8.2(C)(5).

## **ATTACHMENT II**

# **LOCAL NUMBERING PORTABILITY**

## **I. QUERY SERVICE FOR PERMANENT NUMBER PORTABILITY (PNP)**

This Appendix between Telco and AWS sets forth the terms and conditions under which Telco will provide AWS Local Number Portability (LNP) on a wireline basis to switches designated in Attachment 1, for those AWS end users choosing to obtain Fixed Wireless service. Fixed Wireless is a service offered by a Commercial Mobile Radio Service (CMRS) provider utilizing its licensed spectrum in which the end user is required to be at a set location. Telco will provide LNP (also referred to in the Tariff as “Service Provider Number Portability” or “SPNP”) to AWS pursuant to the LNP-related rights and obligations established by pertinent law, and by the FCC, in accordance with FCC Tariff No. 2 (“the Tariff”), which is incorporated herein to the extent pertinent to LNP, and as provided herein. Telco intends to comply with FCC orders approving its tariff containing charges for performance of LNP queries, including any true-up to retroactive rates if ordered. AWS will utilize only Type 2A and Type 2B interconnection for exchange of traffic (other than traffic for Ancillary Services or signaling) between its Fixed Wireless switches and Telco's switches.

### **A. Service Provided**

1. The N-1 carrier (N carrier is the responsible party for terminating call to the end user) has the responsibility to determine if a query is required, to launch the query, and to route the call to the switch or network in which the telephone number resides.
2. If AWS chooses not to fulfill their N-1 carrier responsibility, Telco will perform queries on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the switch or network in which the telephone number resides.
3. Telco will provide AWS the use of the Telco LNP database, LNP software, and SS7 network via the Service Provider Number Portability (SPNP) Database Query.
4. AWS’s STP, tandem, and/or end office’s Location Routing Number (LRN) software will determine the need for, and triggers, the query. If the called party is in a portable NXX, a query is launched to the LNP database to determine whether or not the called number is ported.
5. When the called number with a portable NXX is ported, an LRN is returned to the switch that launched the query. Per industry standards, the LRN appears in the CdPN (Called Party Number) field of the SS7 message and the called number then appears in the GAP (Generic Address Parameter) field.

6. When the called number with a portable NXX is not ported, the call is completed as in the pre-PNP environment.
7. The FCI (Forward Call Identifier) field's entry is changed from 0 to 1 by the switch triggering the query when a query is made, regardless of whether the called number is ported or not.
8. AWS shall be responsible for payment of charges to Telco for any queries made on the N-1 carrier's behalf.

B. Obligations of AWS

1. When purchasing the SPNP Database Query, AWS will access Telco's facilities via an SS7 link (Section 6 of FCC 2 Access Service Tariff) to the Telco STP.
2. AWS is responsible for advising the Number Portability Administration Center (NPAC) of telephone numbers that they import and the associated data as identified in industry forums as being required for LNP.
3. When AWS requests that an NXX in an LRN capable Telco switch to become portable, AWS shall follow the industry standard LERG procedure.
4. AWS shall be certified by the Regional NPAC prior to scheduling intercompany testing of PNP.
5. AWS shall adhere to Telco's Local Service Request (LSR) format and LNP due date intervals.
6. Telco will port any reserved numbers for which payment is being received (i.e., DID numbers).

C. Pricing

The price of LNP queries shall be the same as those that appear in Section 13 of the FCC No. 2 Access Service Tariff.

**II. PORTING OF NUMBERS**

The Parties agree to port numbers between their respective networks under the conditions outlined in this Appendix Port and applicable to AWS's number portability capable switch(es) identified in Attachment 1.

A. Obligations of Both Parties

1. Both working and reserved telephone numbers that have been ported will be returned to the DONOR Service Provider when the original end user's service is disconnected or discontinued.
2. Each party has the right to block default routed calls entering a network in order to protect the public switched network from overload, congestion, or failure propagation.
3. Industry guidelines shall be followed regarding all aspects of porting numbers from one network to another.
4. Intervals for porting numbers shall be in accordance with NANC and the InterIndustry LNP Regional Team provisioning and implementation process.
5. Prior to initiating number portability, AWS will ensure that it has performed tasks listed in the attached LNP checklist (see Attachment 2).
6. Intracompany testing shall be performed prior to scheduling of intercompany testing.
7. Each Party will designate a single point of contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed time frame and must meet the criteria set forth by such FCC orders or Industry agreed upon practices for porting.
8. Each Party shall abide by NANC and such FCC orders or Industry agreed upon practices for provisioning and implementation processes.
9. AWS will notify Telco, in writing, of each new NPA-NXX, including associated Rate Center, for which it plans to offer its fixed location wireless service. AWS will follow such FCC orders or Industry agreed upon practices for NPA-NXX code opening process for each of its NPA-NXX codes associated with its number portability capable switch(es) (Attachment 1).
10. The Parties agree to implement LNP in compliance with the FCC and Commission orders.
11. Charges for LNP services not otherwise addressed herein shall be as stated in Telco's CLEC handbook and applicable state tariffs.

B. Limitations of Service

1. Telephone numbers may be ported between Telco and AWS's number portability switch(es) as long as the customers are not changing or moving their Service Location to a point outside the Rate Center in which the NPA-NXX of their telephone number is assigned. A Rate Center is a uniquely defined geographical location within an exchange area (or a location outside the exchange area) for which mileage measurements are determined for the application of intrastate and interstate toll tariffs. Telco rate center boundaries, as listed in the Local Exchange Routing Guide (LERG) shall be used.
2. AWS will assign the telephone numbers to its fixed location wireless service customers such that the customer's Service Location is within the same Rate Center assigned to the NPA-NXX of the telephone number. Service Location is defined as the fixed physical geographical location where service is delivered. In a wireline or wireline equivalent context, the Service Location would be where the loop plant is terminated in the Network Interface Device (NID).
3. Roaming is defined as terminal mobility outside AWS's FCC Licensed Service Area. The service for which AWS seeks number portability is a fixed location wireless service utilizing their CMRS spectrum. Therefore, there will not be a roaming component of the service.
4. Telephone numbers with NXXs dedicated to choke networks are not portable via LRN. Choke numbers will be ported as described in Section III of this Appendix.
5. Telco shall only provide LNP services and facilities where technically feasible, subject to the availability of facilities, and only from properly equipped central offices.
6. Telco does not offer LNP services and Facilities for (i) NXXs 555, 950 and 976, (ii) mobile wireless NXXs until the FCC mandates portability for such NXXs and (iii) NXXs used in conjunction with Telco's Official Communication Services (OCS).

### **III. MASS CALLING CODES**

Mass Calling codes, i.e., High Volume Call-In (HVCI) NXXs, are used in a network serving arrangement provided by Telco under special circumstances where large numbers of incoming calls are solicited by a "Mass Calling Customer" and the number of calls far exceeds the switching capacity of the terminating office, the number of lines available for terminating those calls, and/or the STP's query capacity to the PNP database. The following two

different sets of Mass Calling Customer objectives usually create this condition: low call completion, and high call completion.

Given the potentially hazardous effect calling conditions of this nature could have on the network, Telco will provide mass calling code portability using a non-LRN solution.

A. Service Provided

Telco will offer the ability to port telephone numbers with mass calling NXX code via the use of pseudo codes or route index numbers. In this non-LRN scenario, calls to the Telco mass calling NXX code will leave the originating end office over dedicated MF trunk groups to the Telco mass calling tandem. The Mass Calling tandem will then route the calls over dedicated MF trunks to the Telco choke serving central office (CSO). The CSO will translate the dialed Mass Calling number to a non-dialable pseudo code or a route index number that routes the call to the Mass Calling Customer.

A separate HVCI-Local Interconnection (“HVCI-LI”) trunk group may be provisioned between AWS’s number portability capable switch(es) identified in Attachment 1 and Telco’s LERG-designated HVCI tandem(s) or HVCI Serving Office(s) for each of Telco’s Mass Calling NPA-NXX(s) in a (AWS’s number portability capable switch(es) identified in Attachment 1 -to-Telco tandem) only and shall use MF signaling.

Where Telco and AWS both provide HVCI-LI trunking, both parties’ HVCI-LI trunks may ride the same DS-1. MF and SS7 trunk groups shall not be provided within a DS-1 facility; a separate DS-1 per signaling type must be used.

When AWS requests that a Telco number within a Telco Mass Calling NPA-NXX be ported to AWS’s network, Telco will build translations at the CSO to route the incoming calls to an AWS-provided, dedicated Direct Inward Dial (DID) MF trunk group from the CSO to AWS’s number portability capable switch(es) identified in Attachment 1.

B. Obligations of Telco

Telco will port its numbers with mass calling NXXs upon request by AWS. Non-LRN porting will be done via pseudo code or route index translation in the Telco CSO rather than STP queries to the PNP database. Telco will not charge AWS for the use of its choke network by AWS’s Mass Calling Customer for ported numbers. In exchange, Telco shall not be responsible to pay intercompany terminating compensation for

terminating minutes of use (MOU) to a ported number that resided in a Telco Mass Calling NPA-NXX.

C. Obligations of AWS

AWS shall adhere to Telco's Local Service Request (LSR) format and Mass Calling due date intervals.

AWS shall provide the facility and DID trunk group from the Telco CSO to AWS's number portability capable switch(es) identified in Attachment 1. AWS shall size this one-way MF trunk group appropriately. It is recommended that this group be sized as follows:

| <b>Number of Access Lines Served</b> | <b>Number of HVCI-LI Trunks</b> |
|--------------------------------------|---------------------------------|
| 0 – 10,000                           | 2                               |
| 10,001 – 20,000                      | 3                               |
| 20,001 – 30,000                      | 4                               |
| 30,001 – 40,000                      | 5                               |
| 40,001 – 50,000                      | 6                               |
| 50,001 – 60,000                      | 7                               |
| 60,001 – 75,000                      | 8                               |
| 75,000 +                             | 9 Maximum                       |

AWS shall forego any intercompany terminating compensation for terminating minutes of use (MOU) to a ported number that resided in a Telco Mass Calling NPA-NXX and is now delivered over this trunk group.

E. Limitations of Service

AWS shall adhere to Telco's reserved number terms and conditions. When a ported number within a Mass Calling NPA-NXX code becomes vacant, e.g. the ported number is no longer in service by the original end user, the ported number shall be released back to the DONOR Service Provider

**IV. PROVISION OF PNP BY AWS TO TELCO**

When AWS implements PNP, it shall provide PNP to Telco under no less favorable terms and conditions than those under which Telco provides PNP to AWS.

This attachment is made on an interim basis, until the earlier of either (1) termination of the Agreement or (2) until such time as the FCC, the Commission or an appropriate court

makes a determination (the enforcement of which is not stayed) that providers of fixed wireless service offered in substantially the same technical manner provided by AWS or one of its affiliated wireless companies in one or more states as of the effective date of this Attachment must be certified as competitive local exchange carriers or should be subject to substantially the same interconnection terms and conditions as wireline local exchange carriers. Telco expressly reserves all of its legal rights and expressly does not waive any position, particularly as to the appropriateness and legality of providing fixed wireless service as a CMRS provider and the need for a true-up to reflect the ultimate decision of applicable regulatory bodies as to how fixed wireless service should be provided by AWS. AWS should not assume that Telco's willingness to provide these interim arrangements is any indication that Telco believes that these arrangements are required by law or the Agreement or can be continued beyond the expiration of the Agreement. Telco also fully reserves its rights, including but not limited to the right to pursue any regulatory, judicial or quasi-judicial action, to determine the appropriateness and legality of providing fixed wireless service in substantially the same technical manner provided by AWS or one of its affiliated wireless companies in one or more states as of the effective date of this Attachment as a CMRS provider. AWS reserves all rights, including the right to pursue or contest before any regulatory, judicial, or quasi-judicial entity the services, terms and conditions contained in this Attachment, and reserves the right to assert that the terms and conditions agreed to on an interim basis by this Attachment are not applicable to AWS.

**ATTACHMENT 1**

**AWS's Switch (CLLI)**

**Rate Center**

**NPA-NXX**

**None**

**ATTACHMENT 2****Local Number Portability (LNP) Pre-Order Checklist**

| <u>Activity</u>   | <u>Resource</u>                 |
|---|---------------------------------|
| 1. LRN Software installed and functioning (Switch Vendor)   | Switch Vendor                   |
| 2. Determine provider of LNP database   |                                 |
| 3. Identify Service Provider ID (SPID); AWS must have a single SPID per Region  | Lockheed Martin<br>www.npac.com |
| 4. Obtain new NXXs and update LERG  | Code Administrator              |
| 5. Create LRN per switch  |                                 |
| 6. Register/certify with region's NPAC  | Lockheed Martin<br>www.npac.com |
| 7. Make arrangements for OS, DA, DL   |                                 |
| 8. Make arrangements for 911/E911   |                                 |
| 9. Contact you LEC Account Manager to: (a) schedule LNP training, (b) gain name and telephone number of testing single point of contact (SPOC) and (c) review SS7 | Account Manager                 |
| 10. Attend training   |                                 |
| 11. Schedule and complete LNP testing   | LEC SPOC                        |
| 12. Become knowledgeable of NANC flow   | www.fcc.org/ccb/Nanc            |

## **ATTACHMENT III**

# **E911 — FIXED WIRELESS**

## Appendix E911 — Fixed Wireless

### TERMS AND CONDITIONS FOR PROVIDING CONNECTION TO E911 UNIVERSAL EMERGENCY NUMBER SERVICE

This Appendix between Telco and AWS sets forth the terms and conditions under which Telco will provide AWS connection to E911 Universal Emergency Number Service, on a wireline basis for switches designated in APPENDIX PORT– FIXED WIRELESS, for those AWS End Users choosing to obtain Fixed Wireless service. This Appendix does not in any way affect or amend the 911 service that is currently provided to AWS’s general wireless customers. The E911 Universal Emergency Number Service described in this Appendix is in addition to the existing general 911 service.

#### **I. DEFINITIONS**

- A. As used herein and for the purpose of this Appendix, the following terms shall have the meanings set forth below:
1. Fixed Wireless – A service offered by a Commercial Mobile Radio Service (CMRS) provider utilizing its licensed spectrum in which the end user is required to be at a set location.
  2. E911 Universal Emergency Number Service (also referred to as Expanded 911 Service or Enhanced 911 Service) - A telephone exchange communications service whereby a Public Safety Answering Point (PSAP) designated by the E911 Customer may receive and answer 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.
  3. E911 Customer - 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 the minimum, for emergency police and fire services through the use of one telephone number, 911.
  4. End-User - The E911 caller.
  5. Public Safety Answering Point (PSAP) - An answering location for 911 calls originating in a given area. The E911 Universal Emergency Number Service Customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary

PSAPs respond first; 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.

6. 911 Trunk – A trunk capable of transmitting Automatic Number Identification (ANI) associated with E911 calls from switch to the E911 Network.
7. Automatic Number Identification (ANI) – Telephone number associated with the access line from which a call originates.
8. Automatic Location Identification (ALI) – The automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and supplementary emergency services information.
9. Selective Routing (SR) – The routing and equipment used to route a 911 call to the proper PSAP based upon the location of the caller. Selective routing is controlled by the Emergency Service Number (ESN) which is derived from the customer location.
10. Database Management System (DBMS) - A system of manual procedures and computer programs used to create, store, and update the data required for the SR and ALI service features of E911 Universal Emergency Number Service.

## II. RESPONSIBILITIES

- A. Since AWS is employing its wireless system on a fixed location basis in connection with the service, it differs slightly from the arrangement employed by wireline CLECs who normally use this system. Wireless systems traditionally provide information to a PSAP that identifies only the cell site carrying the call, rather than the caller's fixed location. Accordingly, AWS will ensure that each of its Fixed Wireless service telephone numbers has a fixed location listed in the ALI Database and that AWS's network is properly set up to pass ANI that will provide the PSAP the information it needs to associate that information in the ALI Database with the telephone number or ANI passed to it.
- B. Telco shall provide and maintain equipment at the E911 Selective Router and the DBMS as is necessary to perform the E911 Universal Emergency Number Service in connection with AWS' Fixed Wireless service set forth herein. Telco shall also be responsible for the following:
  1. When requested by AWS, transporting the E911 calls from the interconnection point with AWS facilities connecting AWS's switches

listed in Exhibit I (attached hereto and made a part hereof) to the Selective Routers of the E911 System.

2. Switching the E911 calls through the E911 Selective Router (s) to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the E911 Customer.
  3. Storing the names, addresses, and associated telephone numbers from AWS's End Users involved in the Fixed Wireless service in the electronic data processing database for the E911 DBMS. AWS is responsible for downloading and updating this information.
  4. Transmission of ANI and ALI information associated with AWS's End User accessing E911 Universal Emergency Number Service to the PSAP for display at an attendant position console.
- C. Telco shall provide and maintain sufficient dedicated E911 circuits, in accordance with the provisions of the Telco E911 tariff and specifications of the E911 Customer.
- D. Telco shall provide AWS with a list that correlates the Exchange or Rate Centers with the appropriate Selective Router at the tariffed rate.
- E. Telco shall provide AWS with a file containing the Master Street Address Guide (MSAG) in accordance with the terms of Telco's Wisconsin Bell PSC#20 Exchange & Network tariff. In addition, AWS may request and Telco shall make available within 48 business hours for retrieval by the AWS, statistical, transactional, and End User record reports of AWS End User files downloaded by AWS to Telco's DBMS, so that AWS may ensure the accuracy of the End User records.
- F. AWS shall connect its switches to the E911 Selective Router by one-way outgoing 911 trunks dedicated for originating 911 emergency service calls, according to specifications in the document "E911 Technical Network Interface Specifications Document" contained in Telco's CLEC Handbook and in accord with the following:
1. A segregated trunk group for each NPA shall be established to each appropriate E911 Tandem within the local exchange area in which AWS offers exchange service. This trunk group shall be set up as a one-way outgoing only and, unless otherwise agreed to by the Parties, shall utilize SS7 signaling. AWS will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

2. AWS shall provide a minimum of two (2) one-way outgoing channels on 9-1-1 trunks dedicated for originating 9-1-1 emergency service calls from the point of Interconnection (POI) to the Telco 9-1-1 Tandem. Unless otherwise agreed to by the Parties, the 9-1-1 trunk groups will be initially established as two (2) one-way SS7 connectivity trunk groups.
  3. AWS will cooperate with Telco to promptly test all 9-1-1 trunks and facilities between AWS's network and the Telco 9-1-1 Tandem to assure proper functioning of 9-1-1 service. AWS will not turn-up live traffic until successful testing is completed by both Parties.
- G. At a reasonable time prior to establishment of E911 Universal Emergency Number Service, AWS will download and maintain thereafter all information required to establish records necessary for furnishing connection to E911 Universal Emergency Number Service in connection with AWS's Fixed Wireless service. AWS will adopt and comply with operating methods applicable to downloading and maintaining AWS's end user records in Telco's DBMS, as set forth in the document referenced in E., above.
- H. AWS acknowledges that its End Users in a single local calling scope may be served by different PSAPs. AWS will be responsible for providing facilities to route calls from its End Users to the proper E911 Control Office(s).
- I. AWS and Telco agree that the Trunk Group Service Request (Ameritech states) as set forth in Telco's CLEC handbook, shall be completed and E911 trunks installed a minimum of thirty (30) days prior to the passing of live traffic.
- J. Facilities for use with E911 Services may be purchased from Telco under the Special Access section of Telco's state tariff. Notwithstanding that AWS is not a CLC, trunks for use with E911 Services may be purchased from Telco's state tariff, Wisconsin Bell PSC#20 Exchange & Network tariff.

### **III. METHODS AND PRACTICES**

- A. With respect to all matters covered by this Appendix, each Party will adopt and comply with standard industry operating methods and practices and will observe the terms and conditions of Telco's tariff, rules and regulation of the FCC, and the Public Service Commission of Wisconsin that apply to the provision of E911 Universal Emergency Service in the context of AWS's Fixed Wireless service. Telco will adhere to the NENA recommended Standards for Local Service Providers.

### **IV. CONTINGENCY**

- A. The parties agree that the E911 Universal Emergency Number Service is provided for the use of the E911 Universal Emergency Number Service Customer, under

the guidelines established by the State of Wisconsin, and recognizes the authority of the State of Wisconsin and the E911 Universal Emergency Number Service Customer to establish service specifications and grant final approval (or denial) of service configurations offered by Telco and AWS. The terms and conditions of this Appendix represent a negotiated plan for providing E911 Universal Emergency Number Service, for which AWS must obtain documentation from the appropriate state or E911 Customer(s) which have jurisdiction in the area(s) in which AWS's End Users are located. AWS will provide such documentation to Telco prior to use of AWS's E911 connection for actual emergency calls.

- B. The terms and conditions of this Appendix are subject to renegotiation in the event that the E911 Universal Emergency Number Service Customer or State of Wisconsin orders changes to the E911 Universal Emergency Number Service that necessitate revision of this Appendix.

## **V. BASIS OF COMPENSATION**

- A. Rates for access to E911 Services are set forth in Telco's Wisconsin Bell PSC#20 Exchange & Network tariff.
- B. Charges shall begin on the date connection to E911 Universal Emergency Number Service commences.
- C. Notwithstanding that AWS is not a CLC, Telco will provide, upon AWS's request, facilities and trunks for the E911 Services described in this Attachment according to applicable state tariffs.

## **VI. LIABILITY**

- A. Telco's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Appendix. Telco shall not be liable to the AWS, its End Users or its E911 calling parties or any other parties or persons for any loss or damages arising out of errors, interruptions, defects, failures or malfunctions of the E911 Universal Emergency Number 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 Telco 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 the AWS until service is restored.
- B. AWS'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, the AWS provides E911 Universal Emergency Number Service to Telco, the AWS shall not be liable to Telco, its Customers or its E911 calling parties or any other parties or persons for any loss or damages arising out

of errors, interruptions, defects, failures or malfunctions of the 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 the AWS 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 the Customer until service is restored.

- C. AWS agrees to release, indemnify, defend and hold harmless Telco from any and all loss, claims, demands, suits and other action, or any liability whatsoever, except for claims arising from Telco's own negligence or other wrongful act, arising out of Telco's provision of service hereunder or out of the AWS's End Users' use of the E911 Universal Emergency Number Service, whether suffered, made, instituted or asserted by the AWS, its End Users, or by any other parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the AWS, its End Users or others.
- D. AWS also agrees to release, indemnify, defend and hold harmless Telco from any and all loss, claims, demands, suits or other actions involving an allegation of the infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the E911 Universal Emergency Number Service features and the equipment associated therewith, including by not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing E911 Universal Emergency Number Service hereunder, except which arise out of the negligence or other wrongful act of Telco.

## **VII. MUTUALITY**

AWS agrees that to the extent it offers the type of services covered by this Appendix to any company, that should Telco request such services, AWS will provide such services to Telco under terms and conditions comparable to the terms and conditions contained in this Appendix.

This Attachment is made on an interim basis, until the earlier of either (1) termination of the Agreement or (2) until such time as the FCC, the Commission or an appropriate court makes a determination (the enforcement of which is not stayed) that providers of fixed wireless service offered in substantially the same technical manner provided by AWS or one of its affiliated wireless companies in one or more states as of the effective date of this Attachment must be certified as competitive local exchange carriers or should be subject to substantially the same interconnection terms and conditions as wireline local exchange carriers. Telco expressly reserves all of its legal rights and expressly does not waive any position, particularly as to the

appropriateness and legality of providing fixed wireless service as a CMRS provider and the need for a true-up to reflect the ultimate decision of applicable regulatory bodies as to how fixed wireless service should be provided by AWS. AWS should not assume that Telco's willingness to provide these interim arrangements is any indication that Telco believes that these arrangements are required by law or the Agreement or can be continued beyond the expiration of the Agreement. Telco also fully reserves its rights, including but not limited to the right to pursue any regulatory, judicial or quasi-judicial action, to determine the appropriateness and legality of providing fixed wireless service in substantially the same technical manner provided by AWS or one of its affiliated wireless companies in one or more states as of the effective date of this Attachment as a CMRS provider. AWS reserves all rights, including the right to pursue or contest before any regulatory, judicial, or quasi-judicial entity the services, terms and conditions contained in this Attachment, and reserves the right to assert that the terms and conditions agreed to on an interim basis by this Attachment are not applicable to AWS.

**EXHIBIT I**

**AWS'S FIXED WIRELESS SWITCHES**

**None**

**ATTACHMENT IV**

**OPERATIONS SUPPORT SYSTEMS**

**APPENDIX OSS**  
**(ACCESS TO OPERATIONS SUPPORT SYSTEMS FUNCTIONS FOR FIXED**  
**WIRELESS SERVICE)**

**1. INTRODUCTION**

- 1.1 This Appendix sets forth terms and conditions for nondiscriminatory access to Operations Support Systems (OSS) “functions” provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and necessary for the ordering of Local Number Portability (“LNP”), Directory Listings (“DL”) and E911 that are requested by AWS and required for the provision of fixed wireless service, under the Agreement, in substantially the same technical manner that AWS or one of its affiliated wireless companies provides fixed wireless in one or more states as of the effective date of this Appendix.
- 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 SBC-13STATE - As used herein, SBC-13STATE means the applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 SBC-12STATE - As used herein, SBC-12STATE means the applicable above listed ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 SBC-8STATE - As used herein, SBC-8STATE means an applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.6 SBC-7STATE - As used herein, SBC-7STATE means the applicable above listed ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.7 SBC-SWBT - As used herein, SBC-SWBT means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.8 SBC-AMERITECH - As used herein, SBC-AMERITECH means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

- 1.9 PACIFIC - As used herein, PACIFIC means the applicable above listed ILEC doing business in California.
- 1.10 NEVADA - As used herein, NEVADA means the applicable above listed ILEC doing business in Nevada.
- 1.11 SNET - As used herein, SNET means the applicable above listed ILEC doing business in Connecticut.
- 1.12 LNP, DL and E911, when used in this Appendix, are limited exclusively to those services provided under this Agreement in conjunction with fixed wireless service offered in substantially the same technical manner provided by AWS or one of its affiliated wireless companies in one or more states as of the effective date of this Appendix.

## **2. GENERAL CONDITIONS**

- 2.1 On an interim basis, until the earlier of either (1) termination of the Agreement or (2) until such time as the FCC, the Commission or an appropriate court makes a determination (the enforcement of which is not stayed) that providers of fixed wireless service offered in substantially the same technical manner provided by AWS or one of its affiliated wireless companies in one or more states as of the effective date of this Appendix must be certified as competitive local exchange carriers or should be subject to substantially the same interconnection terms and conditions as wireline local exchange carriers, SBC-13STATE shall provide the OSS functions specified herein for LNP, DL and E911. SBC-13STATE expressly reserves all of its legal rights and expressly does not waive any position, particularly as to the appropriateness and legality of providing fixed wireless service as a CMRS provider and the need for a true-up to reflect the ultimate decision of applicable regulatory bodies as to how fixed wireless service should be provided by AWS. AWS should not assume that SBC-13STATE's willingness to provide OSS functions on an interim basis is any indication that SBC-13STATE believes that these arrangements are required by law or the Agreement or can be continued beyond the expiration of the Agreement. SBC-13STATE also fully reserves its rights, including but not limited to the right to pursue any regulatory, judicial or quasi-judicial action, to determine the appropriateness and legality of providing fixed wireless service in substantially the same technical manner provided by AWS or one of its affiliated wireless companies in one or more states as of the effective date of this Appendix as a CMRS provider. AWS reserves all rights, including the right to pursue or contest before any regulatory, judicial, or quasi-judicial entity the services, terms and conditions contained in this Appendix, and reserves the right to assert that the terms and conditions agreed to on an interim basis by this Appendix are not applicable to AWS.

### **2.2 Proper Use of OSS interfaces:**

- 2.2.1 For SBC-12STATE, AWS agrees to utilize SBC-12STATE electronic interfaces, as described herein, only for the purposes of establishing and maintaining LNP, DL and E911 through SBC-12STATE. In addition, AWS agrees that such use will comply with the security provisions set out in Section 8 below. Failure to comply with such security guidelines may result in forfeiture of electronic access to OSS functionality. In addition, AWS shall be responsible for and indemnifies SBC-12STATE against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of SBC-12STATE's OSS from AWS systems, workstations or terminals or by AWS employees or agents or any third party gaining access through information and/or facilities obtained from or utilized by AWS and shall pay SBC-12STATE for any and all damages caused by such unauthorized entry.
- 2.2.2 For SNET region, AWS agrees to access and utilize SNET's Enhanced Services Access Platform, (ESAP), only for the purposes described herein. AWS agrees that its access and use of ESAP shall, at all times, comport with SNET's "Wholesale CIWin User Guide", "EF User Guide", "ESAP Installation Guide", "ESAP Help Desk Guide", "CLEC Mechanized Interface Specification", and any other guide describing the interface or interface requirements that SNET may, from time to time, provide AWS (collectively, the "Guides"). Failure materially to adhere to any material provision of such Guides may result, among other things, in forfeiture of electronic access to SNET's OSS functionality via ESAP upon notice. In addition, AWS shall be responsible for and indemnifies SNET against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of SNET's OSS or ESAP from AWS complimentary systems, workstations or terminals or by AWS employees or agents any third party gaining access through information and/or facilities obtained from or utilized by AWS and shall pay SNET for any and all damages caused by such unauthorized entry.

### 2.3 **Accessing Information via OSS**

- 2.3.1 The Parties acknowledge that information accessed via SBC-13STATE OSS may contain Customer Proprietary Network Information (CPNI). AWS may access Customer CPNI solely for pre-order and order purposes pursuant to the terms of this Appendix. Accordingly, within SBC-13STATE regions, AWS access to pre-order functions will be limited to supporting the ordering by AWS of LNP. AWS's access to pre-order functions described in Section 3 below will only be utilized to view CPNI of Customers where AWS has obtained Customer authorization as required under Applicable Laws. Additionally, where such access occurs prior to conversion of the Customer to AWS, an authorization for release of CPNI from the Customer shall also be required prior to access to OSS.

The release of CPNI must adhere to all requirements of Applicable Law. The authorization for release of CPNI must substantially reflect the provisions of subsection 2.3.2. In SBC-7STATE, AWS may also access via OSS CPNI of end users of other Telecommunications Carriers that are listed in SBC-7STATE's databases by complying with the same terms and conditions as outlined above in this subsection 2.3.1 for accessing database information of Customers via OSS.

- 2.3.2 For SBC-13 STATE, “This written consent serves as instruction to all holders of any local exchange telecommunications Customer Proprietary Network Information (“CPNI”) and account identification information to provide such information to AWS. Specifically, I authorize disclosure of any account billing name, billing address, and directory listing information, and CPNI, including, service address, service and feature subscription and long distance carrier identity. This Authorization remains in effect until such time as I [Name of Customer] revoke(s) it directly or appoint(s) another individual/company with such capacity or AWS receives notice to disconnect my local exchange service or notice that a service disconnect has been performed. At and from such time, this Authorization is null and void.”
- 2.3.3 The following additional provisions apply in PACIFIC when AWS is serving residence Customers. For residence Customers, prior to accessing such information, AWS shall, on its own behalf and on behalf of PACIFIC, comply with all applicable requirements of Section 2891 of the California Public Utilities Code and 47 USC 222 (and implementing FCC decisions thereunder), and, where accessing such information via an electronic interface, AWS shall have obtained an authorization to become the Customer’s local service provider. Accessing such information by AWS shall constitute certification that AWS is in compliance with applicable requirements of Section 2891 and Section 222 (and implementing FCC decisions thereunder) and has complied with the prior sentence. AWS shall receive and retain such information in conformance with the requirements of 47 USC 222 (and implementing FCC decisions thereunder). AWS agrees to indemnify, defend and hold harmless PACIFIC against any claim made by a residence Customer or governmental entity against PACIFIC or AWS under Section 2891 or Section 222 (and implementing FCC decisions thereunder) or for any breach by AWS of this Section 2.
- 2.3.4 Throughout SBC-13STATE region, AWS is solely responsible for determining whether proper authorization has been obtained and holds SBC-13STATE harmless from any loss on account of AWS’s failure to obtain proper CPNI consent from a Customer.

- 2.4 By utilizing electronic interfaces to access OSS functions, AWS agrees to perform accurate and correct ordering as it relates to the application of rates and charges, subject to the terms of this Agreement and applicable tariffs dependent on region of operation. In addition, AWS agrees to perform accurate and correct ordering, dependent upon region of operation, pursuant to the terms of this Agreement. AWS is also responsible for all actions of its employees using any of SBC-13STATE's OSS systems. As such, AWS agrees to accept and pay all reasonable costs or expenses, including labor costs, incurred by SBC-13STATE caused by any and all inaccurate ordering or usage of the OSS, if such costs are not already recovered through other charges assessed by SBC-13STATE to AWS. In addition, AWS agrees to indemnify and hold SBC-13STATE harmless against any claim made by an Customer of AWS or other third parties against SBC-13STATE caused by or related to AWS's use of any SBC-13STATE OSS. In addition, SBC-13STATE retains the right to audit all activities by AWS using any SBC-13STATE OSS solely for the purposes of ensuring compliance with the terms and conditions of this appendix. All such information obtained through an audit shall be deemed proprietary and shall be covered by the confidentiality provisions of the Agreement.
- 2.5 The Information Services (I.S.) Call Center for the SBC-8STATE region, and the Resource Center for the SBC-AMERITECH region provides for technical support function of electronic OSS interfaces. AWS will also provide a single point of contact for technical issues related to AWS's electronic interfaces.
- 2.6 SBC-13STATE will and AWS may participate in the Order and Billing Forum (OBF) and the Telecommunications Industry Forum (TCIF) to establish and conform to uniform industry guidelines for electronic interfaces for pre-order, ordering, and provisioning. Neither Party waives its rights as participants in such forums or in the implementation of the guidelines. To achieve system functionality as quickly as possible, the Parties acknowledge that SBC-13STATE may deploy interfaces with requirements developed in advance of industry guidelines. Thus, subsequent modifications may be necessary to comply with emerging guidelines. AWS and SBC-13STATE are individually responsible for evaluating the risk of developing their respective systems in advance of guidelines and agree to support their own system modifications to comply with new requirements.
- 2.7 Due to enhancements and on-going development of access to SBC-13STATE's OSS functions, certain interfaces described in this Appendix may be modified, temporarily unavailable or may be phased out after execution of this Appendix. SBC-13STATE shall provide advance, written notice of interface phase-out. In addition, SBC-13STATE shall provide at least 10 days advance, written notice of any scheduled OSS maintenance.
- 2.8 AWS is responsible for obtaining operating system software and hardware to access SBC-13STATE OSS functions as specified in: "Requirements for Access

to Southwestern Bell OSS Functions” and “Requirements for Access to Telco OSS Functions” and “SNET W-CIW in Installation Guide” and “Ameritech Electronic Service Order Guide”, or any other documents or interface requirements subsequently generated by SBC-13STATE for any of its regions.

### **3. PRE-ORDERING**

3.1 SBC-13STATE will provide real time access to pre-order functions to support AWS ordering of LNP and DL. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. The following list represents pre-order functions that are available to AWS so that AWS order requests may be created to comply with SBC-13STATE region-specific ordering requirements.

#### **3.2 Pre-ordering functions for LNP and DL:**

3.2.1 Access to SBC-13STATE retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and for SBC-12STATE only, pending service order activity. AWS agrees that AWS’s representatives will not access the information specified in this sub-Section 3.2.1 until AWS has obtained such Customer's authorization for release of CPNI, in accordance with the conditions as described in Section 2.3 of this Appendix.

3.2.2 Service address verification.

#### **3.3 Electronic Access to Pre-Order Functions:**

3.3.1 SNET LNP and DL Pre-Order System Availability. SNET will provide AWS access to the following system:

3.3.1.1 MSAP, which is an Electronic Data Interchange (EDI) based interface which provides access to pre-order functions.

3.3.2 SBC-AMERITECH LNP and DL Pre-Order System Availability. SBC-AMERITECH will provide AWS access to the following system:

3.3.2.1 TCNet and EDI are available for the pre-ordering functions listed in Section 3.2

3.3.3 SBC-7STATE LNP and DL Pre-order System Availability. SBC-7STATE will provide AWS access to the following systems:

3.3.3.1 DataGate is a transaction-based data query system through which SBC-7STATE provides AWS access to pre-ordering functions.

This gateway shall be a Transmission Control Protocol/Internet Protocol (TCP/IP) gateway and will, once AWS has developed its own interface, allow AWS to access the pre-order functions for LNP and DL. An industry standard EDI/CORBA Pre-ordering Gateway is also provided by SBC-7STATE. This pre-ordering gateway supports two structural protocols, EDI and CORBA, as recommended by the technical industry committees. EDI/CORBA, like DataGate, is application-to-application interface that can be integrated with AWS's own negotiation system and that supports both LNP and DL. Where DataGate follows industry guidelines, but is based on SBC-7STATE's proprietary pre-ordering functionality, EDI/CORBA is an industry-wide standard pre-ordering interface.

3.3.3.2 Verigate is an interface developed by SBC-7STATE that provides access to the pre-ordering functions for LNP and DL. Verigate is accessible via Toolbar.

#### 3.4 **Other Pre-order Function Availability:**

3.4.1 Upon request, but not more frequently than once a month, SBC-12STATES will provide AWS certain pre-order information in batch transmission for the purposes of back-up data for periods of system unavailability. Specifically, the Street Address Guide (SAG) may be electronically provided to support address verification. The Parties recognize such information must be used to construct order requests only in exception handling situations.

### 4. **ORDERING/PROVISIONING**

4.1 SBC-13STATE provides access to ordering functions (as measured from the time SBC-13STATE receives accurate service requests from the interface) to support AWS provisioning of LNP, DL and E911 via one or more electronic interfaces. DL includes directory assistance and white page listings. Ordering of LNP is through use of the number portability local service request, with or without DL. Ordering of DL without LNP is through use of the directory service request and directory listing request.

4.2 SBC-13STATE will provide AWS access to one or more of the following systems or interfaces:

#### 4.2.1 **Ordering System Availability for LNP and DL in SBC-13STATE:**

4.2.1.1 SBC-13STATE makes available to AWS an Electronic Data Interchange (EDI) interface for transmission of SBC-13STATE ordering requirements via formats provided on the Local Service

Request (LSR) as defined by the OBF and via EDI mapping as defined by TCIF. In ordering and provisioning LNP and DL, AWS and SBC-13STATE will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon SBC-13STATE's LNP and DL ordering requirements, dependent on operating region. For the SNET region, the EDI-based app-to-app interface is known as MSAP.

4.2.1.2 For SBC-SWBT and PACIFIC, LEX is an interface that provides access to the ordering functions for LNP and DL.

4.2.2 **Provisioning for LNP and DL in SBC-7STATE:** SBC-7STATE will provision LNP and DL as detailed in AWS order requests. Access to status on such orders will be provided via the following electronic interfaces:

4.2.2.1 Order Status will allow AWS to check service order status. Order Status and Provisioning Order Status are both accessible via SBC-7STATE Toolbar.

4.2.2.2 For EDI ordering, SBC-7STATE will provide, and AWS shall use, an EDI interface for transferring and receiving orders, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information. SBC-7STATE will provide AWS with a FOC for each LNP and DL request.

4.2.3 **Provisioning for LNP and DL in SBC-AMERITECH and SNET:** SBC-AMERITECH and SNET will provision LNP and DL as detailed in AWS order requests. Access to status on such orders will be provided via the following electronic interfaces:

4.2.3.1 For EDI ordering, SBC-AMERITECH and SNET provide AWS, and AWS shall use, an EDI interface for transferring and receiving orders, FOC, Service Order Completion (SOC), and, as available, other provisioning data and information. SBC-AMERITECH and SNET will provide AWS with a FOC for each LNP and DL request.

4.2.4 **E911 in PACIFIC:** For PACIFIC only, E911 Gateway is available for updating the E911 database, and allows AWS to provide updates to the E911 system for AWS's Customers. A separate telephone number ("TN") Query function is also available to allow AWS to verify E911 data on file for their Customers.

## 5. MAINTENANCE/REPAIR

5.1 Real time electronic interfaces are accessible in each region to place, and check

the status of, trouble reports for LNP. Upon request, AWS may access these functions via the following methods:

- 5.1.1 In SBC-7STATE, Trouble Administration (TA) system access provides AWS with SBC-7STATE software that allows AWS to submit trouble reports and subsequently check status on trouble reports for AWS Customers. TA is accessible via SBC-7STATE Toolbar.
- 5.1.2 In PACIFIC and NEVADA, Telco Service Manager (PBSM) allows AWS to issue and view status of trouble tickets.
- 5.1.3 In SBC-AMERITECH, Electronic Bonding for Trouble Administration (EBTA-GUI) allows AWS to issue and view trouble tickets.
- 5.1.4 In SNET the maintenance and repair functionality for LNP is available via the MSAP EDI interface.
- 5.1.5 In SBC-12STATE, Electronic Bonding Interface (EBI) is an interface that is available for trouble report submission and status updates. EBI conforms to ANSI guidelines T1.227:1995 and T1.228:1995, Electronic Communications Implementation Committee (ECIC) Trouble Report Format Definition (TFRD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all guidelines referenced within those documents, as mutually agreed upon by AWS and SBC-12STATE. Functions currently implemented include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report, as explained in 6 and 9 of ANSI T1.228:1995. AWS and SBC-12STATE will exchange requests over a mutually agreeable X.25-based network.

## **6. BILLING**

- 6.1 Billing for DL will be available via paper in all regions due to the various billing systems under which they are currently billed. DL is billed out of the LSB (LEC Services Billing) system for SBC-AMERITECH region and out of the IBIS Billing system in SBC-SWBT. Paper bills are the only option for billing format for DL in these two regions. DL is billed out of CABS in SNET, NEVADA and PACIFIC and is available via paper or magnetic tape. This magnetic tape option in the SNET, NEVADA and PACIFIC regions is known as Bill Data Tape. The local Bill Data Tape contains the same information that would appear on AWS's paper bill.

## **7. REMOTE ACCESS FACILITY**

- 7.1 For the SBC-SWBT region, AWS must access the following OSS interfaces via a Local Remote Access Facility (LRAF) located in Dallas, Texas: DataGate; EDI-Ordering; Electronic Bonding via EDI/SSL or CORBA; and via Toolbar, Trouble Administration, Order Status, Provisioning Order Status, Verigate and LEX. Connection to the LRAF will be established via a “port” either through dial-up or direct connection as described in Section 7.3. AWS may utilize a port to access these interfaces to perform the supported functions in any SBC-SWBT state where AWS has executed an Appendix OSS.
- 7.2 In PACIFIC and NEVADA regions, AWS must access the following OSS interfaces via a Pacific Remote Access Facility (PRAF) located in Fairfield, California: DataGate; EDI-Ordering; Electronic Bonding via EDI/SSL or CORBA; and via Toolbar Verigate, LEX, Order Status, PBSM, and Provisioning Order Status. Connection to the PRAF will be established via a “port” either through dial-up or direct connection as described in Section 7.3. AWS may utilize a port to access these interfaces to perform the supported functions in PACIFIC or NEVADA where AWS has executed an Appendix OSS and purchases System Access in that state.
- 7.3 For SBC-7STATE, AWS may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay “Direct Connections,” AWS shall provide its own router, circuit, and two Channel Service Units/Data Service Units (CSU/DSU). The demarcation point shall be the router interface at the LRAF and/or PRAF. Switched Access “Dial-up Connections” require AWS to provide its own modems and connection to the SBC-SWBT LRAF and the PACIFIC PRAF. AWS shall pay the cost of the call if Switched Access is used.
- 7.4 For SBC-7STATE, AWS shall use TCP/IP to access SBC-7STATE OSS via the LRAF and the PRAF. In addition, AWS shall have one valid Internet Protocol (IP) network address per region. AWS shall maintain a user-id / password unique to each individual for accessing a SBC-SWBT OSS and PACIFIC OSS on AWS’s behalf. AWS shall provide estimates regarding its volume of transactions, number of concurrent users, desired number of private line or dial-up (switched) connections, and length of a typical session.
- 7.5 For SBC-7STATE, AWS shall attend and participate in implementation meetings to discuss AWS LRAF/PRAF access plans in detail and schedule testing of such connections.
- 7.6 For SBC-AMERITECH, AWS may use four types of access: DSO (56KB), DS1 (1.5MB), dedicated and Frame Relay (DS0 and DS1). AWS shall provide its own router, circuit, and two Channel Service Units/Data Service Units (CSU/DSU). AWS must use a legal IP address for its end of the connection.
- 7.7 For SNET region, AWS may use a private line connection. AWS shall provide and maintain its own router and CSU/DSU.

## **8. DATA CONNECTION SECURITY REQUIREMENTS**

8.1 AWS agrees that interconnection of AWS data facilities with SBC-13STATE data facilities for access to OSS will be in compliance with SBC-13STATE's Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures document current at the time of initial connection to a RAF. The following additional terms in this Section 8 govern direct and dial up connections between AWS and the PRAF and LRAF for access to OSS Interfaces.

### **8.2 Joint Security Requirements**

8.2.1 Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.)

8.2.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, user ID assignment, user request records, system configuration, time limits of user access or system interfaces. These records should be kept until the termination of this Agreement or the termination of the requested access by the identified individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.

8.2.3 Each Party shall notify the other party immediately, upon termination of employment of an individual user with approved access to the other Party's network.

8.2.4 Both Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.

8.2.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections which are made as a result of the user's access to either AWS's or SBC-13STATE's network. At a minimum, this shall include: access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time

alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.

- 8.2.6 Both Parties shall maintain accurate and complete records on the card access system or lock and key administration to the rooms housing the equipment utilized to make the connection(s) to the other Party's network. These records will include management of card or key issue, activation or distribution and deactivation.

### 8.3 **Additional Responsibilities of Both Parties**

- 8.3.1 Modem/DSU Maintenance And Use Policy: To the extent the access provided hereunder involves the support and maintenance of AWS equipment on SBC-13STATE's premises, such maintenance will be provided under the terms of the Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures document cited above.
- 8.3.2 Monitoring: Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected, retained, and analyzed to identify potential security risks without notice. This information may include, but is not limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.
- 8.3.3 Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data facilities or information. Each Party shall provide a specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.
- 8.3.4 In the event that one Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found, documented, and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must be provided by the non-complying Party within thirty (30) calendar days of the date of the identified inconsistency. The corrective action plan must identify what will be done, the Party accountable/responsible, and the proposed compliance date. The non-complying Party must provide periodic status reports (minimally monthly) to the other Party's security organization on the implementation of the corrective action plan in order to track the work to completion.
- 8.3.5 In the event there are technological constraints or situations where either Party's corporate security requirements cannot be met, the Parties will

institute mutually agreed upon alternative security controls and safeguards to mitigate risks.

- 8.3.6 All network-related problems will be managed to resolution by the respective organizations, AWS or SBC-13STATE, as appropriate to the ownership of a failed component. As necessary, AWS and SBC-13STATE will work together to resolve problems where the responsibility of either Party is not easily identified.

**8.4 Information Security Policies And Guidelines For Access To Computers, Networks and Information By Non-Employee Personnel:**

- 8.4.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Sections 8.5 - 8.11 summarize the general policies and principles for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to AWS or SBC-13STATE, respectively, as the providers of the computer, network or information in question.

- 8.4.2 It is each Party's responsibility to notify its employees, contractors and vendors who will have access to the other Party's network, on the proper security responsibilities identified within this Attachment. Adherence to these policies is a requirement for continued access to the other Party's systems, networks or information. Exceptions to the policies must be requested in writing and approved by the other Party's information security organization.

**8.5 General Policies**

- 8.5.1 Each Party's resources are for approved business purposes only.
- 8.5.2 Each Party may exercise at any time its right to inspect, record, and/or remove all information contained in its own systems, and take appropriate action should unauthorized or improper usage be discovered
- 8.5.3 Individuals will only be given access to resources that they are authorized to receive and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.
- 8.5.4 Authorized users must not develop, copy or use any program or code which circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.
- 8.5.5 Actual or suspected unauthorized access events must be reported immediately to each Party's security organization or to an alternate

contact identified by that Party. Each Party shall provide its respective security contact information to the other.

## 8.6 **User Identification**

- 8.6.1 Access to each Party's corporate resources will be based on identifying and authenticating individual users in order to maintain clear and personal accountability for each user's actions.
- 8.6.2 User identification shall be accomplished by the assignment of a unique, permanent user id, and each user id shall have an associated identification number for security purposes.
- 8.6.3 User ids will be revalidated on a monthly basis.

## 8.7 **User Authentication**

- 8.7.1 Users will usually be authenticated by use of a password. Strong authentication methods (e.g. one-time passwords, digital signatures, etc.) may be required in the future.
- 8.7.2 Passwords must not be stored in script files.
- 8.7.3 Passwords must be entered by the user in real time.
- 8.7.4 Passwords must be at least 6-8 characters in length, not blank or a repeat of the user id; contain at least one letter, and at least one number or special character must be in a position other than the first or last one. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.
- 8.7.5 Systems will require users to change their passwords regularly (usually every 31 days).
- 8.7.6 Systems are to be configured to prevent users from reusing the same password for 6 changes/months.
- 8.7.7 Personal passwords must not be shared. A user who has shared his password is responsible for any use made of the password.

## 8.8 **Access and Session Control**

- 8.8.1 Destination restrictions will be enforced at remote access facilities used for access to OSS Interfaces. These connections must be approved by each Party's corporate security organization.

8.8.2 Terminals or other input devices must not be left unattended while they may be used for system access. Upon completion of each work session, terminals or workstations must be properly logged off.

## 8.9 User Authorization

8.9.1 On the destination system, users are granted access to specific resources (e.g. databases, files, transactions, etc.). These permissions will usually be defined for an individual user (or user group) when a user id is approved for access to the system.

## 8.10 Software And Data Integrity

8.10.1 Each Party shall use a comparable degree of care to protect the other Party's software and data from unauthorized access, additions, changes and deletions as it uses to protect its own similar software and data. This may be accomplished by physical security at the work location and by access control software on the workstation.

8.10.2 Untrusted software or data shall be scanned for viruses before use on a Party's corporate facilities that can be accessed through the direct connection or dial up access to OSS interfaces.

8.10.3 Unauthorized use of copyrighted software is prohibited on each Party's corporate systems that can be accessed through the direct connection or dial up access to OSS Interfaces.

8.10.4 Proprietary software or information (whether electronic or paper) of a Party shall not be given by the other Party to unauthorized individuals. When it is no longer needed, each Party's proprietary software or information shall be returned by the other Party or disposed of securely. Paper copies shall be shredded. Electronic copies shall be overwritten or degaussed.

## 8.11 Monitoring And Audit

8.11.1 To deter unauthorized access events, a warning or no trespassing message will be displayed at the point of initial entry (i.e., network entry or applications with direct entry points). Each Party should have several approved versions of this message. Users should expect to see a warning message similar to this one:

"This is a (SBC-13STATE or AWS) system restricted to Company official business and subject to being monitored at any time. Anyone using this system expressly consents to such monitoring and to any evidence of unauthorized access, use, or modification being used for criminal prosecution."

8.11.2 After successful authentication, each session will display the last logon date/time and the number of unsuccessful logon attempts. The user is responsible for reporting discrepancies.

**9. OPERATIONAL READINESS TEST (ORT) FOR ORDERING/PROVISIONING AND REPAIR/ MAINTENANCE INTERFACES**

9.1 Prior to live access to interface functionality, the Parties must conduct Operational Readiness Testing (ORT), which will allow for the testing of the systems, interfaces, and processes for the OSS functions. ORT will be completed in conformance with agreed upon processes and implementation dates.

9.2 Prior to live system usage, AWS must complete user education classes for SBC-13STATE-provided interfaces that affect the SBC-13STATE network. Course descriptions for all available classes by region are posted on the CLEC website in the Customer Education section. CLEC Training schedules by region are also available on the CLEC website and are subject to change, with class lengths varying. Classes are train-the-trainer format to enable AWS to devise its own course work for its own employees. Charges as specified below will apply for each class:

| Training Rates  | 5 day class | 4.5 day class | 4 day class | 3.5 day class | 3 day class | 2.5 day class | 2 day class | 1.5 day class | 1 day class | 1/2 day class |
|-----------------|-------------|---------------|-------------|---------------|-------------|---------------|-------------|---------------|-------------|---------------|
| 1 to 5 students | \$4,050     | \$3,650       | \$3,240     | \$2,835       | \$2,430     | \$2,025       | \$1,620     | \$1,215       | \$810       | \$405         |
| 6 students      | \$4,860     | \$4,380       | \$3,890     | \$3,402       | \$2,915     | \$2,430       | \$1,945     | \$1,455       | \$970       | \$490         |
| 7 students      | \$5,670     | \$5,100       | \$4,535     | \$3,969       | \$3,400     | \$2,835       | \$2,270     | \$1,705       | \$1,135     | \$570         |
| 8 students      | \$6,480     | \$5,830       | \$5,185     | \$4,536       | \$3,890     | \$3,240       | \$2,590     | \$1,950       | \$1,300     | \$650         |
| 9 students      | \$7,290     | \$6,570       | \$5,830     | \$5,103       | \$4,375     | \$3,645       | \$2,915     | \$2,190       | \$1,460     | \$730         |
| 10 students     | \$8,100     | \$7,300       | \$6,480     | \$5,670       | \$4,860     | \$4,050       | \$3,240     | \$2,430       | \$1,620     | \$810         |
| 11 students     | \$8,910     | \$8,030       | \$7,130     | \$6,237       | \$5,345     | \$4,455       | \$3,565     | \$2,670       | \$1,780     | \$890         |
| 12 students     | \$9,720     | \$8,760       | \$7,780     | \$6,804       | \$5,830     | \$4,860       | \$3,890     | \$2,920       | \$1,945     | \$970         |

9.3 A separate agreement will be required as a commitment to pay for a specific number of AWS students in each class. AWS agrees that charges will be billed by SBC-13STATE and AWS payment is due thirty (30) days following the bill date. AWS agrees that personnel from other competitive Local Service Providers may be scheduled into any class to fill any seats for which AWS has not contracted. Class availability is first-come, first served with priority given to AWS who have not yet attended the specific class.

9.4 Class dates will be based upon SBC-13STATE availability and will be coordinated among AWS, AWS’s SBC-13STATE Account Manager, and SBC-13STATE Industry Markets CLEC Training Product Management.

9.5 AWS agrees to pay the cancellation fee of the full price noted in the separate agreement if AWS cancels scheduled classes less than two (2) weeks prior to the scheduled start date. AWS agrees to provide to SBC-13STATE completed

registration forms for each student no later than one week prior to the scheduled training class.

- 9.6 AWS agrees that AWS personnel attending classes are to utilize only training databases and training presented to them in class. Attempts to access any other SBC-13STATE system are strictly prohibited.
- 9.7 AWS further agrees that training material, manuals and instructor guides can be duplicated only for internal use for the purpose of training employees to utilize the capabilities of SBC-13STATE's OSS in accordance with this Appendix and shall be deemed "Confidential" information and subject to the terms, conditions and limitations of Section 20 of the Agreement.

## **10. TERM**

- 10.1 The term of this Appendix shall be until the first to occur of (i) the termination of this Agreement or (ii) the FCC, the Commission or an appropriate court makes a determination (the enforcement of which is not stayed) that providers of fixed wireless service offered in the manner that AWS or one of its affiliated wireless companies provides or intends to provide that service as of the effective date of this Appendix must be certified as competitive local exchange carriers or should be subject to substantially the same interconnection terms and conditions as wireline local exchange carriers.

**ATTACHMENT V**

**SIGNALING SYSTEM 7**

## APPENDIX -- SS7

This Appendix sets forth the terms and conditions under which Telco will provide Common Channel Signaling/Signaling System 7 (CCS/SS7) interconnection and services.

### Article 1 Definitions

Capitalized terms shall be defined as set forth below or as otherwise defined in this Agreement.

1. “A” Link: An access signaling link that connects SPs and/or SSPs to STPs.
2. “B” Link: A bridge signaling link that connects two (2) sets or pairs of STPs, not the STPs within a mated pair, but on the same hierarchical level.
3. Common Channel Signaling (CCS): A method of digitally transmitting call set-up and network control data over a special signaling network fully separate from the public switched telephone network facilities that carry the actual voice or data portion of the call. CCS carries addressed signaling messages for individual trunk circuits and/or database related services between Signaling Points (SS7 nodes) in the CCS network. The protocol used by the Parties shall be Signaling System 7 (SS7).
4. Common Channel Signaling Network (CCS Network, or SS7 Network): An out-of-band signaling network that utilizes SS7 signaling to provide call setup, call supervision, call completion and database access services.
5. Compatibility Testing: Certification testing performed by representatives of AWS and Telco to ensure proper interconnection of CCS network facilities for accurate transmission of system signals and messages. This is often referred to as TR-905 Compatibility Testing. This certification testing shall be performed in accordance with the following ANSI documents:
  - a) T1.234 Telecommunications - Signaling System Number 7 (SS7) - MTP Levels 2 and 3 Compatibility Testing (ATIS);
  - b) T1.235 Telecommunications - Signaling System Number 7 (SS7) - SCCP Class 0 Compatibility Testing (ATIS); and

- c) T1.236 Telecommunications - Signaling System Number 7 (SS7) - ISDN User Part Compatibility Testing (ATIS).
6. “D” Link: A diagonal link from one Party’s network to the other Party’s network.
  7. Integrated Services Digital Network User Part (ISUP): Provides for transfer of call set-up signaling information between signaling points.
  8. Message Transfer Part (MTP): Provides functions for basic routing of signaling messages between signaling points.
  9. On-net: Any company or telecommunications carrier that has an SS7 arrangement with Telco.
  10. Point Code (PC) or Signaling Point Code (SPC): An identifier code that identifies a Signaling Point in the CCS Network. The code is used either as a destination point code or as an originating point code and provides an address within the CCS Network that enables messages to be routed to signaling points. These codes are 24-bit binary numbers comprised of three (3) segments of three (3) digits each, identifying the network identification, the network cluster, and cluster member, respectively. These codes are represented digitally as AAA-AAA-AAA, where “AAA” represents a decimal number from 000 to 255.
  11. SS7 Interconnection Facility: A dedicated SS7 signaling link connection between one Party’s SPOI and the other Party’s STP for the exchange of SS7 messages. An SS7 Interconnection Facility includes a dedicated 56 kbps signaling connection between AWS’ SPOI and terminating in a port of Telco’s STP.
  12. SS7 Network Interconnection: A CCS Network interconnection facility between AWS and Telco using SS7 protocol that consists of subprotocols MTP, SCCP, ISUP and TCAP; or, the interconnection of AWS STPs and AWS tandem switching systems with Telco’s STPs. SS7 Network Interconnection provides connectivity that enables the transport and exchange of SS7 ISUP and SS7 TCAP messages (i) between one Party’s STP and the other Party’s SPOI, and (ii) between Telco’s STP and Interexchange Carriers directly connected to Telco’s SS7 network.
  13. Service: The service described in Article 2 of this Agreement.
  14. Service Area: The location of Telco’s STP pairs and their corresponding network coverage, as described in Attachment 1.
  15. Service Control Point (SCP): A node in the CCS network that provides a database functionality.

16. Signal Transfer Point (STP): A specialized packet switch in the CCS network that is used to route SS7 protocol signaling messages between signaling nodes. An STP performs SS7 message routing and screening. STPs transfer signaling messages to other networks. For purposes of network survivability, STPs are deployed in pairs.
17. Signaling Connection Control Part (SCCP): Provides additional routing and management functions for transfer of messages other than call set-up between signaling points.
18. Signaling Link: An end-to-end high-capacity digital, data quality link (56 kbps) that transmits signaling information in the form of signaling messages from one network SS7 node to another in a CCS Network. The link type identifies the functionality of the signaling link sets. The link types associated with the Service are "A", "B", and "D" Links. Signaling Links provide physical interconnection between signaling points of another party and Telco STPs. This is also sometimes known as a Type S interface, which is a physical SS7 signaling link connection between AWS' network and Telco's network. The 'S' in Type S indicates that signaling information is passed via this interface. A Type S interface is used to exchange SS7 ISUP and SS7 TCAP messages to support the applications to be provided between networks.
19. Signaling Point (SP): A node in the CCS network that originates and/or receives signaling messages, or transfers signaling messages from one Signaling Link to another, or both.
20. Signaling Point of Interface (SPOI): The point, or gateway, at which Telco exchanges signaling information with AWS.
21. Service Switching Point (SSP): A signaling point (end office or tandem) equipped with SS7-capable software that can launch queries to databases and receive/interpret responses used to provide specific end user services.
22. Signaling System 7 (SS7): The protocol using the Common Channel Signaling Network. The SS7 protocol used by Telco is the American National Standards Institute (ANSI) standard protocol defined by Bellcore Generic Requirement, GR-246-CORE, defined by Bellcore requirements (GR-317-CORE, GR-394-CORE, GR-444-CORE, GR-606-CORE, GR-82-CORE, GR-905-CORE and various other documents) and defined by the Telco Technical Publication AIT-TR-OAT-000069.
23. Transactions Capabilities Application Part (TCAP) Messages: Provides for transfer of non-circuit related information between SPs.

## **Article 2**

### **Description of Service**

SS7 Network Interconnection is the interconnection of AWS STPs and switching systems with Telco's STPs. Signaling information is passed via this interface. This interconnection provides connectivity that enables the exchange of SS7 messages among Telco's switching systems and databases, AWS switching systems, and other third-party switching systems that are directly connected to the Telco SS7 network. The SS7 interface is used to exchange SS7 ISUP and SS7 TCAP Messages to support the applications and access to databases to be provided between the Parties' networks. SS7 Interconnection Service includes the screening of messages based on origination Point Code and SS7 service type, and the routing of messages by a Telco or AWS mated pair of STPs.

AWS may allow use of the services and facilities provided to AWS under this Appendix by its affiliate Teleport Communications Group, Inc. and any other AWS affiliates that are engaged in the provision of local services and in which AWS or its parent companies have a twenty percent (20%) or greater direct or indirect ownership. In no case, however, shall AWS (i) allow use of the services in conjunction with any interexchange service or (ii) allow interexchange traffic on the facilities.

## **Article 3**

### **Provision of Service**

1. Interconnection. At AWS' request, Telco shall provide SS7 Network Interconnection over an SS7 Interconnection Facility from AWS' SPOI to a Telco STP at the location designated in Attachment 1 to this Agreement. AWS shall utilize its own SPC when interconnecting its STP at the "A" or "B" Link level. AWS must order dedicated Signaling Links and arrange for the provisioning of those links.
  - a) "D" Link Interconnection. Interconnection of Telco's CCS Network to AWS' CCS Network via a "D" Link connection between AWS STPs and Telco STPs is over a dedicated 56 kbps channel. Connections between two (2) pairs of STPs will have at least four (4) connections; i.e., one (1) link from each individual STP to each individual STP.
  - b) Local and IntraLATA. Interconnection shall include local and intraLATA call set-up signaling, allowing AWS to use the out-of-band trunk signaling provided by Telco's CCS/SS7 network to carry its calls on the local and intraLATA toll network.
  - c) Scope of Access. Interconnection shall include access to: (1) all switching systems served by a given STP which have been converted to SS7 signaling,

- including switching systems owned by other local service providers; (2) databases directly connected to a given STP, with the exception of 800/888 databases which can be accessed through any STP or which would require a separate agreement; and (3) other local service provider STPs. All interconnection access arrangements must be ordered in conjunction with the limitations and provisions specified under this agreement.
- d) Privacy Indicators. AWS and Telco agree to populate and honor the privacy indicator associated with the CPN field in accordance with applicable federal and state regulations.
- e) Pre-Order Meeting. AWS and Telco agree to conduct a pre-order meeting prior to the initial interconnection of the Parties SS7 networks or whenever major network rearrangements are anticipated to determine the Telco facility availability and the degree of diversity in both the Telco physical network and the AWS physical network from signaling point to signaling point for the link.
2. Dedicated Signaling Links. Dedicated Signaling Links provide physical access to Telco's signaling network. The links are fully dedicated to the use of AWS and provide the screening and routing usage for the Telco STP to which the link is connected. Dedicated signaling links are provided as a set of links connecting to a Telco mated pair of STPs. Dedicated Signaling Links are dedicated two-way digital data circuits that interconnect Telco's STP locations and the AWS Signaling Points at Signaling Point of Interface (SPOI) locations. Dedicated Signaling Links are available to AWS for their use in furnishing SS7-based services or applications to their end users or other users of SS7 signaling information.

Dedicated Signaling Links include the following elements:

- a) SS7 Link Cross Connect: The SS7 Link Cross Connect provides a DS-0A or DS1 connection and access point for testing in the Telco STP building. The cross connect connects the STP Port Termination to a STP Access Link.
- b) STP Port Termination: The STP Port Termination is the physical termination of the signaling link (i.e. 56 kilobit per second circuit) at a Telco STP. An STP Port Termination is used for each 56 kbps SS7 Link Cross Connect terminated at a Telco STP. The STP Port Termination shall provide for the use of the Telco STP to which the port is connected.
- c) STP Access Link: The STP Access Link provides a 56 kilobit per second digital facility when AWS requires an interoffice facility to connect from the AWS Dedicated Transport or Entrance Facility to the STP building location.

- d) STP Access Connection: The STP Access Connection provides a 1.544 megabit per second digital facility when required to connect from the carrier's designated point of presence to the STP Access Link.

AWS shall provide the portion of the signaling link from the AWS premises within the LATA to the Telco STP location using a STP Access Link. AWS shall notify Telco that the facility contains a signaling link service. Multiple facilities provided by Telco will be identified so that Telco may maintain facility diversity between links and linksets that require diversity. AWS shall identify the DS1 or channel of a DS1 that will be used for the signaling link.

AWS shall identify to Telco the facility and channel to which the SS7 Link Cross Connect shall connect. If the facility does not terminate in the STP location Telco shall provide a STP Access Link. The STP Access Link will connect to the DS-0A Cross Connect at the STP location.

When AWS 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 Bellcore, GR-905-CORE, AWS 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.

Dedicated Signaling Links are subject to Telco compatibility testing and certification requirements per the Network Operations Forum Reference Document, per Bellcore, GR-905-CORE and per Telco Technical Publication, AIT-TR-OAT-000069. First interconnections to the Telco signaling network per AWS and per signaling point type of equipment will require pre-ordering meetings to exchange information and schedule testing for certification by Telco.

3. Transport. SS7 Transport provides for the routing and screening of SS7 messages from a Telco pair of STPs (i.e. a mated pair) to another Telco pair of STPs. The screening of messages provides for AWS designation of signaling points associated with AWS and controls which messages may be allowed or not allowed by the Telco 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.

SS7 Transport provides routing of messages for all parts of the SS7 protocol including, for example, Message Transfer Part (MTP) messages, Integrated Services Digital Network User Part (ISDNUP or ISUP) messages, Signaling Connection and Control Part (SCCP) messages, and Transaction Capability Application Part (TCAP) messages.

SS7 Transport provides for screening and routing of signaling messages based on the SS7 protocol. These messages may support other applications and services such as, Easy Option/Call Control Option/Bellcore CLASS services, Toll Free Database services, Line Information Data Base (LIDB) Services, and Calling Name (CNAM) Database 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 Telco's STP.

SS7 Transport provides screening and routing of messages that are generated by the action of the AWS signaling point, or messages that are generated by a signaling point connected via the AWS signaling point. SS7 Transport is limited to 750 octets/second between Telco pairs of STPs.

Alternatively, AWS may secure SS7 Interconnection from a commercial SS7 hub provider, in which case Telco will permit AWS to access the same databases as would have been accessible if AWS had connected directly to Telco's CCS network, providing however, that the SS7 hub provider orders interconnection directly from Telco and connects locally within the LATA; otherwise, additional limitations and charges may apply. Under these circumstances, Telco may require AWS or the hub provider to furnish a Letter Of Agency (LOA) authorizing the other party to order services or incur charges. Telco will route messages via SCCP MTP routing, if applicable, or to the alias PC of the hub network provider's point of connection gateway STP pair, to the signaling PC address based on the Global Title Translation ("GTT") information of Telco's STP. Telco will provide screening and routing of messages that are generated by the action of an AWS signaling point and messages that are generated by a signaling point connected via the AWS signaling point.

4. CCS Signaling. Telco will provide CCS Signaling to AWS, where and as available, to terminate a call and signaling transport, in conjunction with local, toll, and transit traffic. The Parties will cooperate on the exchange of TCAP messages to facilitate interoperability of CCS-based features between their respective networks, including intraLATA CLASS features and functions, to the extent each Party offers such features and functions to any or all other customers. CCS signaling parameters will be provided upon request (where available), including called party number, calling party number (CPN), originating line information, calling party category, charge number, ANI, and privacy indicator.
5. Communications Path. Upon AWS' request, Telco will provide to AWS those facilities and arrangements described herein, including SS7 Interconnection Facilities, that are necessary to establish the physical connection over a communications path that is separate from the message path for the interchange of signaling information. The exchange of signaling information may be between AWS and Telco or between AWS and a designated carrier via Telco STP(s).

When AWS requires an STP Access Link, AWS and Telco shall jointly negotiate the degree of diversity provided among and between multiple dedicated signaling links. The degree of diversity in both the Telco network and the AWS network shall be exchanged. The negotiation shall consider the requirements of the SS7 standard protocol, the degree of diversity available in each network and the possible alternatives. If AWS requires a degree of diversity greater than is available in the Telco network, AWS shall submit a Special Request.

6. Updates for Global Title Translation. The Parties shall have the right to request intraLATA NPA/NXX range additions in near real time for SS7 applications not presently translated. Initial entries for new applications are manual and chargeable. There is no charge for intraLATA updates to existing applications (for example changes/ or additions of sub system or translation types for existing GTT's).
7. CNAM Queries. Telco will provide message routing (where available) for CNAM queries made by the AWS switches.
8. CPN Field. In conjunction with the establishment of an SS7 Interconnection, AWS and Telco agree to populate the CPN field within the SS7 protocol and to bilaterally pass these CPN fields in SS7 messages. The CPN will be delivered by both AWS and Telco in the ISUP call setup messages.
9. ISUP Message Transport Service. ISUP service allows AWS to utilize SS7 signaling to an SS7 capable interexchange carrier (IXC) for access service and other intraLATA interexchange services. Where Telco has a mated pair of STPs and has CCS/SS7 interconnection facilities to an IXC within the same LATA, for interexchange telecommunications services, Telco shall provide call set-up signaling between AWS and the IXC. AWS will provide the PCs of the IXCs for which it is providing call setup via Telco's SS7 signaling network, so that Telco screening and translation tables can be updated.

#### **Article 4**

#### **Responsibilities of The Parties**

1. Managing the Network. Telco is responsible for managing the network provided by Telco as part of the Service and applying protective controls that it can invoke as a result of occurrences including, but not limited to, failure or overload of Telco or AWS facilities due to natural disasters, mass calling or national security demands.
2. Global Title Translation. The Parties shall determine the Global Title Translation (“GTT”) and Translation Type route for messages routed to GTT that are associated with the Parties SPs. The Parties shall use ANSI-assigned Translation Types and

generally agreed to Sub-System Numbers, unless the parties agree otherwise in writing.

3. STP Functions. Telco shall define regional functions and local functions of its STPs. Telco will route SS7 MTP/SCCP messages within the Telco signaling network and transport those messages to Telco's On-net customers. The Parties will use reasonable efforts to attempt to ensure that the messages between AWS and Telco network elements are not assymmetrically routed.
4. STP Use. When AWS orders the use of the Telco STP, AWS shall specify the set of signaling links to be used
5. Message Routing. Telco shall route messages generated by AWS throughout the On-net Telco signaling network. The content of the messages is for the use of signaling points of origination and destination. Telco will not use any information within messages for any purpose not required by or related to the use of the Telco signaling network. Telco will not divulge any message or any part of messages generated by AWS to any other party, except as required to manage the Telco signaling network or as may be required by law.
6. Performance Standards. The Parties shall meet service performance standards as outlined in GR-905-CORE and AIT-TR-OAT-000069, except as otherwise provided herein. In the event that Telco provides under this contract special service arrangements associated with diversity or other arrangements that do not strictly adhere to GR-905-CORE and AIT-TR-OAT-000069, and are of non-compliance to the technical publications or not certified by Telco, the Parties will discuss and mutually acknowledge in advance that the service performance standards need not be met in the provision of the total service.
7. Provisioning. AWS shall provision the signaling links at the AWS premises and from the AWS premises to the Telco STP location in a diverse, reliable and technically acceptable manner to comply with the standard SS7 protocol, Bellcore GR-905-CORE and the Telco network.
8. Wholesale Construction. If AWS requires a greater degree of diversity than Telco provides in the existing network, a special facility or a special routing of services, AWS agrees to initiate a Wholesale Construction request and pay additional charges as Telco may reasonably determine.
9. Signaling Point Codes. Both Parties will identify for the other Party the SPC(s) associated with their set of links.
10. Subsystem Numbers. When routing messages are addressed to a Telco Subsystem Number (SSN), AWS shall use the Telco defined SSN designation.

11. Calling Party Number Parameter. AWS shall transfer Calling Party Number Parameter information unchanged, including the “privacy indicator” information, when ISUP Initial Address Messages are interchanged with the Telco signaling network.
12. Accuracy. AWS shall verify the accuracy of information concerning the services ordered by AWS.
13. Diversity. The Parties shall designate the level of diversity associated with each other’s premises and mutually agree on that level of diversity in advance.
14. Annual Forecast. AWS shall furnish to Telco, at the time the SS7 Service is ordered and annually thereafter, to the best of their ability, 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. Telco shall utilize the forecast in its own efforts to project further facility requirements. The Parties acknowledge that such forecasts are not binding nor will inaccurate forecasts be considered to constitute a breach of this agreement.
15. Volume Changes. AWS shall inform Telco in writing thirty (30) days in advance of any change in AWS’ use of such SS7 Service which alters by ten (10%) percent or more for any thirty (30) day period the volume of signaling transactions by individual SS7 service that are planned by AWS to be forwarded to Telco's network. The Parties acknowledge that such volume changes are not binding nor will inaccurate forecasts be considered to constitute a breach of this agreement and will be provided to the best of their ability.

## **Article 5**

### **Technical Requirements**

1. Components Connected. SS7 Network Interconnection shall provide connectivity to components of the Telco SS7 Network, including:
  - a) Telco tandem switching systems;
  - b) Telco databases;
  - c) Other third-party local or tandem switching systems, provided Telco is already interconnected, has an established signaling path, or AWS is willing to pay for the establishment of, such interconnections ; and
  - d) STP PCs and alias PCs within Signaling Paths.

2. Links. The connectivity provided by SS7 Network Interconnection shall fully support the intraLATA functions of Telco switching systems and databases and AWS or other third-party switching systems with “A”, “B”, or “D” Link access to the Telco SS7 Network. Limited support for interLATA functions will be available based upon the existing capabilities of Telco’s SS7 Network at the time of any request.
3. When traffic is routed based on dialed or translated digits between an AWS local switching system and a Telco or other third-party local switching system, either directly or via a Telco tandem switching system, the Telco SS7 network will convey via SS7 Network Interconnection the TCAP messages that are necessary to provide intraLATA call management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the AWS local STPs and Telco or other third-party local switch. Support for interLATA call management services must be formally requested by AWS and will be limited to existing capabilities of Telco’s SS7 Network at the time of such request(s).
4. MTP Functions. SS7 Network Interconnection shall provide the following functions of the MTP as specified in ANSI T1.111 or Bellcore GR-905-CORE. This includes:
  - a) Signaling Data Link functions, as specified in ANSI T1.111.2 or Bellcore GR-905-CORE;
  - b) Signaling Link functions, as specified in ANSI T1.111.3 or Bellcore GR-905-CORE; and
  - c) Signaling Network Management functions, as specified in ANSI T1.111.4 or Bellcore GR-905-CORE.
5. SCCP Connectionless Class 0 Functions. SS7 Network Interconnection shall provide functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. In particular, this includes Global Title Translation and SCCP management procedures, as specified in ANSI T1.112.4 or Bellcore GR-1432-CORE. Where the destination SP is a Telco switching system or database, or is another third-party local or tandem switching system directly connected to the Telco SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP subsystem management of the destination. Where the destination Signaling Point is an AWS local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of AWS local STPs, and shall not include SCCP subsystem management of the destination.
6. ISDNUP Functions. SS7 Network Interconnection shall provide functions of the Integrated Services Digital Network User Part (ISDNUP), as specified in ANSI T1.113 or Bellcore GR-905-CORE.

7. TCAP Functions. SS7 Network Interconnection shall provide functions of the TCAP, as specified in ANSI T1.114 or Bellcore GR-1432-CORE.
8. OMAP Functions. If and when Internetwork MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT) become approved ANSI standards and available capabilities of the Parties STPs, SS7 Network Interconnection may include the provision of these OMAP functions.
9. Performance Standards. SS7 Network Interconnection shall be equal to or better than the following performance requirements:
  - a) MTP Performance, as specified in ANSI T1.111.6 or Bellcore GR-905-CORE;
  - b) SCCP Performance, as specified in ANSI T1.112.5 or Bellcore GR-905-CORE; and
  - c) ISDNUP Performance, as specified in ANSI T1.113.5 or Bellcore GR-905-CORE.

## **Article 6**

### **Interface Requirements**

1. Interconnection Options. Telco shall offer the following SS7 Network Interconnection options to connect AWS or AWS-designated local or tandem switching systems or STPs to the Telco SS7 network:
  - a) “A” Link interface from AWS switching systems;
  - b) “B” Link interface from AWS STPs; and
  - c) “D” Link interface from AWS STPs.
2. Signaling Links. The SPOI for each link shall be located at a cross-connect element, such as a DSX-1, in the central office where the Telco STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each Signaling Link shall appear as a DS0 channel within the DS1 or higher rate interface. Telco may offer higher rate DS1 Signaling Links for interconnecting AWS local switching systems or STPs with AWS STPs once these become approved ANSI standards and are available capabilities of Telco STPs.
3. Intraoffice Diversity. Telco’s central office(s) shall provide intraoffice diversity between the SPOIs and the Telco STPs, so that no single failure of intraoffice

facilities or equipment shall cause the failure of both B-links in a layer connecting to a Telco STPs.

4. Protocol Interface Requirements. SS7 Network Interconnection shall conform to the following specifications based on the services provided herein:
  - a) ANSI T1.110-1992 American National Standard Telecommunications - Signaling System Number 7 (SS7) - General Information or Bellcore GR-905-CORE;
  - b) ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) or Bellcore GR-905-CORE;
  - c) ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement or Bellcore GR-905-CORE;
  - d) ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP) or Bellcore GR-905-CORE;
  - e) ANSI T1.113-1995 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Integrated Services Digital Network (ISDN) User Part or Bellcore GR-905-CORE;
  - f) ANSI T1.114-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Transaction Capabilities Application Part (TCAP) or Bellcore GR-1432-CORE;
  - g) ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks or Bellcore GR-905-CORE;
  - h) ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP) or Bellcore GR-905-CORE;
  - i) Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);
  - j) Bellcore GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service;

- k) Bellcore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;
- l) Bellcore GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services;
- m) Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP);
- n) Bellcore GR-145-CORE, Compatibility Information for Interconnection of a Wireless Services Provider and a Local Exchange Carrier Network;
- o) Bellcore GR-246-CORE, Bellcore Specifications of Signaling System Number 7; and
- p) Telco Common Channel Signaling Network Interface Specifications, AIT-TR-OAT-000069, and any Supplement to GR-905-CORE.

### **Article 7 Provisioning**

AWS shall abide by the following ordering guidelines:

1. SS7 Transport. AWS shall submit an Access Service Request (ASR), to identify the set of links AWS will use and identify the service(s) associated with each SPC. AWS shall identify Signaling Point Code and Global Title Translation information that must be translated into the Telco STPs.
2. Dedicated Signaling Links. AWS shall submit an ASR to Telco's Wireless Interexchange Customer Service Center (ICSC). AWS shall identify the Telco STPs, the AWS premises, the circuit interconnection arrangement at the AWS Dedicated Transport location and the AWS signaling point. AWS shall identify Signaling Point Code and Global Title Translation information that must be translated in the Telco STPs.
3. Signaling Point Codes. AWS will provide Telco with each originating and destination PC to be used by Telco for screening and routing all SS7 signaling messages associated with transport of SS7 signaling messages through Telco STP. Such PCs shall be identified on a per-signaling service basis.
4. Signaling Point Code Addition. AWS shall submit an ASR. AWS shall identify the Telco STPs and the AWS signaling point code information that must be added or

changed in the Telco STP translations. If more than one pair of Telco STPs are affected, AWS shall indicate translation route information.

5. Global Title Translation (GTT) Addition. AWS shall submit an ASR. AWS shall identify the Telco Global Title Translation information that must be added, deleted or changed in the Telco STP translations. If more than one pair of Telco STPs are affected, AWS shall indicate translation route information. Telco will initially provide to AWS the Telco network topology for each service requested by AWS such as CLASS and CNAM.
6. Service Rearrangement. SS7 Signaling Service Rearrangements shall be ordered utilizing the standard ASR process, or when required, through submission of a Special Request.

### **Article 8 Testing and Acceptance**

Each Party shall conduct Level 2 and Level 3 Compatibility Testing within its network at the “A”, “B” and “D” Link levels to ensure network reliability. AWS and Telco shall work together to conduct testing of Signaling Services and Facilities.

1. Signaling Services. The Parties shall test signaling services when routing gateway screening and Global Title tables are populated.
2. Facilities. The Parties shall conduct Level 1, Level 2, and Level 3 facilities testing.

When testing is complete, AWS shall notify Telco whether it accepts the signaling services and/or facilities provided under this Agreement.

### **Article 9 Trouble Reporting and Maintenance**

Telco provides a Regional Service Center to serve as a single point of contact for AWS maintenance and trouble reporting. For problems or issues that may arise with respect to SS7 Interconnection and Service, Telco will make available to AWS an Interexchange Carrier Maintenance Center (ICMC) Contact. This contact shall be available on a 24x7x365 basis and can be reached at 1-800-709-4884 AWS will provide to Telco access to its Network Operations Center (NOC). This contact shall be available on a 24x7x365 basis and can be reached at 1-800-832-6662.

**Article 10**  
**Backup SS7 Network Interconnection,  
Emergency, Disaster Rerouting and Recovery**

To the extent that a SS7 backup system becomes operational in the industry and performs within acceptable industry standards as to reliability and technical performance, the Parties agree that such may be considered for deployment under this Agreement, and they may negotiate an appropriate amendment.

**Article 11**  
**Rate Elements**

1. The following rate elements apply to SS7 Service. Pricing is specified in Exhibit 1 to this Appendix.
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.
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.
4. **Signal Formulation**
  - 4.1 An IAM Formulation usage charge will be assessed for each IAM message formulated at the **SBC-AMERITECH** tandem for AWS to **SBC-AMERITECH** terminated calls. A TCAP Formulation usage charge will be assessed for each TCAP message formulated at the **SBC-AMERITECH** Tandem for AWS to **SBC-AMERITECH** Telco terminated calls.

5. Signal Transport

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. Signal Switching

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).

7. Signal Tandem Switching

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.

8. Service Rearrangement AWS shall pay charges for special rearrangement of the SS7 Service which are not specifically addressed pursuant to the Special Request process on an individual case basis ("ICB").

**Article 12**

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**Article 13**  
**Records**

The Parties shall keep adequate records of operations and transactions and will furnish to the other Party such information as may be reasonably required for the administration of SS7 Interconnection and Service, including but not limited to (1) provisioning requests, (2) trouble reports, (3) escalation responses, (4) billing information, (5) listing of all

signaling PCs and CLLI codes of the Parties, and (6) Translation Type and subsystem utilized by the Parties within their network and specific to a signaling service.

#### **Article 14**

#### **Termination Procedures**

Termination Procedures. Upon termination of the Appendix – SS7, the Parties shall mutually agree upon a plan of transition for transferring the SS7 Network Interconnection and Service to another SS7 provider or carrier so that service interruptions and any other impact on AWS customers is minimized; provided, however, that upon AWS' request, Telco shall continue to provide SS7 Network Interconnection and Service to AWS under the terms and conditions of this Agreement while the Parties work together in good faith to negotiate a new agreement for the provision of SS7 Network Interconnection and Service.

#### **Article 15**

#### **Reciprocity**

To the extent that Telco desires to obtain and use the facilities and/or services described herein (or comparable SS7 facilities and/or services) on AWS' SS7 network, AWS shall provide such facilities and/or services on the same terms and conditions and at the same rates as are provided herein for the provision of Telco's SS7 facilities and/or services.

## **ATTACHMENT 1**

Telco's SS7 network is a two-level hierarchical network consisting of mated-pairs of Local STPs and mated pairs of Regional STPs. They are equipped to support ISDNUP signaling.

Telco STP locations will be provided to AWS, upon request to Telco's account manager assigned to AWS.

**EXHIBIT 1**WISCONSIN PRICING – WIRELESS

|                                    |            |
|------------------------------------|------------|
| STP PORT TERMINATION               |            |
| Recurring Monthly                  | \$347.17   |
| Non-Recurring                      | \$628.12   |
| ORIGINATING POINT CODE TRANSLATION | \$ 22.94   |
| GLOBAL TITLE ADDRESS TRANSLATION   | \$ 12.33   |
| SIGNAL FORMULATION                 |            |
| Per IAM Message                    | \$0.000342 |
| Per TCAP Message                   | \$0.000333 |
| SIGNAL TRANSPORT                   |            |
| Per IAM Message                    | \$0.000133 |
| Per TCAP Message                   | \$0.000090 |
| SIGNAL SWITCHING                   |            |
| Per IAM Message                    | \$0.000184 |
| Per TCAP Message                   | \$0.000152 |
| SIGNAL TANDEM SWITCHING            |            |
| Per IAM Message                    | \$0.000458 |

**AMENDMENT TO  
INTERCONNECTION AGREEMENT  
BY AND BETWEEN  
WISCONSIN BELL, INC. d/b/a SBC WISCONSIN  
AND  
T-MOBILE USA, INC.**

Wisconsin Bell, Inc.<sup>1</sup> d/b/a SBC Wisconsin, as the Incumbent Local Exchange Carrier in Wisconsin, (hereafter, "ILEC") and T-Mobile USA, Inc. as a Competitive Local Exchange Carrier ("CLEC"), an Independent Local Exchange Carrier ("Independent") or Commercial Mobile Radio Service ("CMRS") provider in Wisconsin, (referred to as "CARRIER"), in order to amend, modify and supersede any affected provisions of their Interconnection Agreement with ILEC in Wisconsin ("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 referred to as "LEC."

1. Scope of Amendment

- 1.1 On or about May 9, 2003, ILEC made an offer to all carriers in the state of Wisconsin (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.
- 2.2 Descending 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.

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<sup>1</sup> Wisconsin Bell, Inc. ("Wisconsin Bell"), a Wisconsin corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. Wisconsin Bell offers telecommunications services and operates under the names "SBC Wisconsin" and "SBC Ameritech Wisconsin", pursuant to assumed name filings with the State of Wisconsin. Ameritech Corporation is a wholly owned subsidiary of SBC Communications, Inc.

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 Wisconsin 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 Wisconsin 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

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 Wisconsin 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 Wisconsin LATAs.

2.4.2 In the event CARRIER and ILEC have previously exchanged traffic in an Wisconsin LATA prior to April 18, 2001, the Parties agree that they shall only compensate each other for completing ISP-bound Traffic exchanged in that Wisconsin LATA, and that any ISP-bound Traffic in other Wisconsin 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 applicable regulatory agency, including the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission to rebut the presumption within sixty (60) days of receiving notice of ILEC's Offer and the Commission approves such rebuttal, then that rebuttal shall be retroactively applied to the date the Offer became effective. If a Party seeks to rebut the presumption after sixty (60) days of receiving notice of ILEC's Offer and the Commission approves such rebuttal, then that rebuttal shall be applied on a prospective basis as of the date of the Commission approval.

### 3. 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. 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, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof, including but not limited to its rights under 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, adopted on February 20, 2003, on remand from the USTA decision and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its 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); or 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"). On May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings and the Illinois Law, including but not limited to its right to dispute whether any

UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, SBC Wisconsin reserves its right, to the extent SBC Wisconsin has not already invoked the FCC ISP terminating compensation in SBC Wisconsin and incorporated the rates, terms and conditions of such plan into this Agreement, to exercise its option at any time to adopt on a date specified by SBC Wisconsin 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, and seek conforming modifications to this Agreement. In the event that a state or federal regulatory or legislative body or a court of competent jurisdiction, in any proceeding, finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon 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 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 required 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 interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

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 \_\_\_\_\_ day of \_\_\_\_\_, 2003, by ILEC, signing by and through its duly authorized representative, and CARRIER, signing by and through its duly authorized representative

**T-Mobile USA, Inc.**

**Wisconsin Bell, Inc. d/b/a SBC Wisconsin by SBC Telecommunications, Inc., its authorized agent**

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

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

Name: \_\_\_\_\_  
(Print or Type)

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_  
(Print or Type)

Title: *For/* President – Industry Markets

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

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

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

**ACNA \_\_\_\_\_**

**AMENDMENT TO  
INTERCONNECTION AGREEMENT  
BY AND BETWEEN  
WISCONSIN BELL, INC. d/b/a SBC WISCONSIN  
AND  
T-MOBILE USA, INC.**

Wisconsin Bell, Inc.<sup>1</sup> d/b/a SBC Wisconsin, as the Incumbent Local Exchange Carrier in Wisconsin, (hereafter, "ILEC") and T-Mobile USA, Inc. as a Competitive Local Exchange Carrier ("CLEC"), an Independent Local Exchange Carrier ("Independent") or Commercial Mobile Radio Service ("CMRS") provider in Wisconsin, (referred to as "CARRIER"), in order to amend, modify and supersede any affected provisions of their Interconnection Agreement with ILEC in Wisconsin ("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 referred to as "LEC."

1. Scope of Amendment

- 1.1 On or about May 9, 2003, ILEC made an offer to all carriers in the state of Wisconsin (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.
- 2.2 Descending 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.

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<sup>1</sup> Wisconsin Bell, Inc. ("Wisconsin Bell"), a Wisconsin corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. Wisconsin Bell offers telecommunications services and operates under the names "SBC Wisconsin" and "SBC Ameritech Wisconsin", pursuant to assumed name filings with the State of Wisconsin. Ameritech Corporation is a wholly owned subsidiary of SBC Communications, Inc.

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 Wisconsin 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 Wisconsin 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

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 Wisconsin 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 Wisconsin LATAs.

2.4.2 In the event CARRIER and ILEC have previously exchanged traffic in an Wisconsin LATA prior to April 18, 2001, the Parties agree that they shall only compensate each other for completing ISP-bound Traffic exchanged in that Wisconsin LATA, and that any ISP-bound Traffic in other Wisconsin 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 applicable regulatory agency, including the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission to rebut the presumption within sixty (60) days of receiving notice of ILEC's Offer and the Commission approves such rebuttal, then that rebuttal shall be retroactively applied to the date the Offer became effective. If a Party seeks to rebut the presumption after sixty (60) days of receiving notice of ILEC's Offer and the Commission approves such rebuttal, then that rebuttal shall be applied on a prospective basis as of the date of the Commission approval.

3. 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. 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, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof, including but not limited to its rights under 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, adopted on February 20, 2003, on remand from the *USTA decision* and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its 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); or 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*"). On May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("*Illinois Law*"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("*ICC*") apply the method and determine the rates ("*ICC Rates*"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings and the Illinois Law, including but not limited to its right to dispute whether any

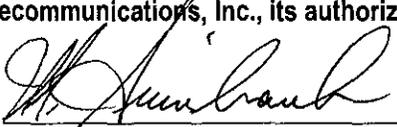
UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. Notwithstanding anything to the contrary in *this Agreement and in addition to fully reserving its other rights*, SBC Wisconsin reserves its right, to the extent SBC Wisconsin has not already invoked the FCC ISP terminating compensation in SBC Wisconsin and incorporated the rates, terms and conditions of such plan into this Agreement, to exercise its option at any time to adopt on a date specified by SBC Wisconsin 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, and seek conforming modifications to this Agreement. In the event that a state or federal regulatory or legislative body or a court of competent jurisdiction, in any proceeding, finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not *meet the necessary and impair standards set forth in Section 251(d)(2) of the Act*, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon 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 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 required 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 interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

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 2<sup>nd</sup> day of June, 2003, by ILEC, signing by and through its duly authorized representative, and CARRIER, signing by and through its duly authorized representative

T-Mobile USA, Inc.

Wisconsin Bell, Inc. d/b/a SBC Wisconsin by SBC Telecommunications, Inc., its authorized agent

By: 

By: 

Name: Abdul Saad.

Name: Mike Auinbauh

(Print or Type)  
Abdul Saad

(Print or Type)

Vice President  
Systems Engineering & Network Operations

Title: For/ President – Industry Markets

Title: \_\_\_\_\_  
(Print or Type)

Date: 6/19/03

Date: JUN 2 8 2003

FACILITIES-BASED OCN # 6529

ACNA WLG

**AMENDMENT TO  
CELLULAR-PCS INTERCONNECTION AGREEMENT  
by and between  
WISCONSIN BELL, INC. d/b/a SBC WISCONSIN  
and  
T-MOBILE USA, INC.**

The Interconnection Agreement, dated June, 26, 2003 ("**the Agreement**") by and between Wisconsin Bell, Inc.<sup>1</sup> d/b/a SBC Wisconsin ("**SBC Wisconsin**") and T-Mobile USA Inc. ("**CARRIER**") is hereby amended as follows:

- (1) The parties agree to add Cellular/PCS Appendix Emergency Service Access (E9-1-1).
- (2) All other terms and conditions of the Agreement remain unchanged.
- (3) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- (4) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- (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 (including intervening law rights asserted by either Party via written notice predating this Amendment) 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 ("**USTA**") v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, the D.C. Circuit's March 2, 2004 decision in USTA v. FCC, Case No. 00-1012 (D.C. Cir. 2004); 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; and 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 (collectively "**Government Actions**"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), **SBC WISCONSIN** 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. Notwithstanding anything to the contrary in the Agreement and this Amendment and except to the extent that **SBC WISCONSIN** has adopted the FCC ISP terminating compensation plan ("**FCC Plan**") in Wisconsin, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to **SBC WISCONSIN**'s right to exercise

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<sup>1</sup> Wisconsin Bell, Inc. ("**Wisconsin Bell**"), a Wisconsin corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. Wisconsin Bell offers telecommunications services and operates under the names "SBC Wisconsin" and "SBC Ameritech Wisconsin", pursuant to assumed name filings with the State of Wisconsin. Ameritech Corporation is a wholly owned subsidiary of SBC Communications, Inc.

its option at any time to adopt on a date specified by SBC WISCONSIN the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. 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**"). With respect to any 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.

- (6) This Amendment shall be filed with and subject to approval by The Public Service Commission of Wisconsin ("**PSCW**").

**IN WITNESS WHEREOF**, this Amendment to the Agreement was exchanged in triplicate by SBC Wisconsin, signing by and through its duly authorized representative, and CARRIER, signing by and through its duly authorized representative.

T-Mobile USA, Inc.

Wisconsin Bell, Inc. d/b/a SBC Wisconsin by SBC Telecommunications, Inc., its authorized agent

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

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

Name: \_\_\_\_\_  
(Print or Type)

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_  
(Print or Type)

Title: *For* President-Industry Markets

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

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

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

ACNA \_\_\_\_\_

# APPENDIX EMERGENCY SERVICE ACCESS (E9-1-1)

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E9-1-1 PRICING EXHIBIT

## CELLULAR/PCS EMERGENCY 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-13STATE 911 network service elements which SBC-13STATE uses in the provision of E911 Universal Emergency Number/ 911 Telecommunications Services, where SBC-13STATE is the 911 service provider. E911 Authority purchases Universal Emergency Number/911 Telecommunications Service from SBC-13STATE. Wireless E911 Service Access makes available to Carrier only the service configuration purchased by the E911 Authority from SBC-13STATE. SBC-13STATE 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-13STATE 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 **SBC Communications Inc. (SBC)** 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 d/b/a SBC Connecticut, 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.
- 1.4 SBC-2STATE - As used herein, SBC-2STATE means SBC CALIFORNIA and SBC NEVADA, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.5 SBC-13STATE - As used herein, SBC-13STATE means SBC SOUTHWEST REGION 5-STATE, SBC SOUTHWEST REGION 5-STATE, SBC-2STATE and SBC CONNECTICUT the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.6 SBC CALIFORNIA - As used herein, SBC CALIFORNIA means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
- 1.7 SBC CONNECTICUT - As used herein, SBC CONNECTICUT means The Southern New England Telephone Company d/b/a SBC Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.8 SBC MIDWEST REGION 5-STATE - As used herein, SBC SOUTHWEST REGION 5-STATE means 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, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.9 SBC NEVADA - As used herein, SBC NEVADA means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.
- 1.10 SBC SOUTHWEST REGION 5-STATE - As used herein, SBC SOUTHWEST REGION 5-STATE means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.11 The prices at which SBC-13STATE agrees to provide Carrier with E911 Service Access is contained in the applicable Appendix Pricing and/or the applicable State Access Services tariff where stated.

## 2. DEFINITIONS

- 2.1 **"911 Call(s)"** means a call made by an Carrier's Wireless End User 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 necessary location data stored in the 911 Selective Routing/ALI Database, which is sufficient to identify the tower and/or face from which a wireless call originates.
- 2.4 **"Automatic Location Identification Database" or "ALI Database"** means the emergency service (E911) database containing caller information. Caller information may include, but is not limited to, the carrier name, Call Back Number, and Cell Site/Sector Information.
- 2.5 **"Automatic Number Identification" or "ANI"** means a signaling parameter that refers to the number transmitted through a network identifying a pANI. With respect to 911 and E911, "ANI" means a feature by which the pANI is automatically forwarded to the 911 Selective Routing Switch and to the PSAP's Customer Premise Equipment (CPE) for display.
- 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 the caller's location to the PSAP.
- 2.8 **"Centralized Automatic Message Accounting (CAMA) Trunk"** means a trunk that uses Multi-Frequency (MF) signaling to transmit calls from the Carrier's switch to an SBC-13STATE E911 Selective Router.
- 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/Signaling System 7 Trunk" or "CCS/SS7 Trunk or SS7 Signaling"** means a trunk that uses Integrated Services Digital Network User Part (ISUP) signaling to transmit ANI from Carrier's switch to an SBC-13STATE 911 Selective Routing Tandem.
- 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 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 as

- the administrative entity to manage a public emergency telephone system for emergency police, fire, and emergency medical 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-13STATE 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 ANI, ALI, and/or Selective Routing (SR).
- 2.20 **"Emergency Services"** means police, fire, ambulance, rescue, and medical services.
- 2.21 **"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.
- 2.22 **"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 **"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.
- 2.24 **"Meet Point"** means the demarcation between the SBC-13STATE network and the Carrier network.
- 2.25 **"Mobile Directory Number"** or **"MDN"** means a 10-digit dialable directory number used to call a Wireless Handset.
- 2.26 **"Mobile Identification Number"** or **"MIN"** means a 10-digit number assigned to and stored in a Wireless Handset.
- 2.27 **"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.
- 2.28 **"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.
- 2.29 **"Phase I"** – as defined in CC Docket 94-102. Phase I data includes the Call Back Number and the associated 911 ALI.
- 2.30 **"Phase II"** – as defined in CC Docket 94-102. Phase II data includes XY coordinates, confidence factor and certainty.
- 2.31 **"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.

- 2.32 **"Pseudo Automatic Number Identification (pANI)"** is a 10-digit telephone number used to support routing of wireless 911 calls. It is used to identify the Cell Site and/or cell sector from which the call originates, and is used to link the ALI record with the caller's MDN.
- 2.33 **"Selective Routing" or "SR"** means an E911 feature that routes an E911 call from a 911 Selective Routing Switch to the Designated or Primary PSAP based upon the pANI associated with the originating Cell Site and/or Cell Sector.
- 2.34 **"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. The dynamic update requires input from the wireless carrier's network prior to updating the ALI record and forwarding to the appropriate PSAP.
- 2.35 **"Wireless Handset"** means the wireless equipment used by a wireless end user to originate wireless calls or to receive wireless calls.

### 3. SBC-13STATE RESPONSIBILITIES

- 3.1 SBC-13STATE 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-13STATE is the 911 service provider. SBC-13STATE shall provide 911 Service to Carrier in areas where Carrier is licensed to provide service and SBC-13STATE is the 911 service provider. This shall include the following:
- 3.2 Call Routing
- 3.2.1 Where SBC-13STATE 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-13STATE 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.

Where SBC-13STATE is the ALI Database Provider, in a Phase I application, SBC-13STATE will forward the Phase I data as provided by the Carrier and in a Phase II application, SBC-13STATE will forward the Phase I and Phase II data as provided by the Carrier.

- 3.3 Facilities and Trunking
- 3.3.1 SBC-13STATE shall provide and maintain sufficient dedicated E911 circuits from SBC-13STATE'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-13STATE 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-13STATE Access Services tariff. Additionally, when Carrier requests diverse facilities, SBC-13STATE will provide such diversity where technically feasible, at standard tariff rates.
- 3.3.3 SBC-13STATE and Carrier will cooperate to promptly test all trunks and facilities between Carrier's network and the SBC-13STATE SR(s).
- 3.3.4 SBC-13STATE 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 13-STATE is the 911 service provider and Carrier deploys a CAS or Hybrid-CAS Solution utilizing SBC 13-STATE E911 DBMS:
- 3.4.1.1 SBC 13-STATE shall store the Carriers ALI records in the electronic data processing database for the E911 DBMS.

- 3.4.1.2 SBC 13-STATE shall coordinate access to the SBC 13-STATE E911 DBMS for the initial loading and updating of Carrier ALI records.
- 3.4.1.3 SBC 13-STATE's ALI database shall accept electronically transmitted files that are based upon NENA standards.
- 3.4.1.4 SBC 13-STATE will submit Carrier's ALI records in the E911 DBMS. SBC 13-STATE will then provide Carrier 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 13-STATE.
- 3.4.1.5 SBC 13-STATE 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 13-STATE is the 911 service provider, and Carrier deploys an NCAS solution:
  - 3.4.2.1 Carriers designated third-party provider shall perform the above database functions.
  - 3.4.2.2 SBC 13-STATE 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-13STATE is the 911 network service provider, Carrier will route 911 calls from Carrier's MSC to the SBC-13STATE 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-13STATE 911 SR.

##### 4.2 Facilities and Trunking

- 4.2.1 Where specified by the E911 Authority, Carrier shall provide or order from SBC-13STATE, transport and trunk termination to each SBC-13STATE 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-13STATE 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-13STATE 911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable PSAP, the Parties agree to implement CCS/SS7 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 engineer its 911 trunks to maintain a minimum P.01 grade of service as specified by NENA standards.
- 4.2.6 In order to implement Phase II E911 Service, Carrier is responsible for ordering a 56K or 64K frame relay or fractional T-1 circuit ("Data Circuit") from Carrier's MSC to the appropriate SBC-13STATE

ALI server where SBC-13STATE is the designated ALI Database Provider. Such Data Circuit may be ordered from SBC-13STATE affiliate or vendor of Carrier's choice.

- 4.2.7 Carrier shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If Carrier's traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, Carrier shall request additional circuits from SBC-13STATE.
- 4.2.8 Carrier will cooperate with SBC-13STATE to promptly test all 911 trunks and facilities between Carrier's network and the SBC-13STATE 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-13STATE of the circuit identification and the fact that the circuit is a 911 circuit when notifying SBC-13STATE of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. SBC-13STATE will refer network trouble to Carrier if no defect is found in SBC-13STATE'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-13STATE is the 911 service provider, and Carrier deploys a CAS or Hybrid CAS Solution utilizing SBC-13STATE E911 DBMS:

- 4.3.1.1 Carrier or its representatives shall be responsible for providing Carrier's ALI Records to SBC-13STATE, for inclusion in SBC-13STATE'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-13STATE 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-13STATE 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-13STATE, for inclusion in SBC-13STATE'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 established NENA standards.

#### 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 In the event that there is a valid E911 Phase II PSAP request, Carrier shall notify SBC-13STATE Industry Markets 911 Account Manager at least five (5) months prior to Carrier's proposed Phase II implementation state.

## 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-13STATE 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, (iii) the terms and conditions of SBC-13STATE's applicable State Access Services tariff(s) and (iv) the principles expressed in the recommended standards published by NENA.

## 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 to establish service specifications and grant final approval (or denial) of service configurations offered by SBC-13STATE and Carrier.

## 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 on a going forward basis. There shall be no true up or price adjustments for process charged for wireless 911 implementations accomplished via prior agreement or tariff prior to the effective date of this Appendix. 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 interim rates set forth in the Appendix are based on the pricing methodology 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)*. In the event that the final pricing methodology that is adopted in a particular State differs from the *King County Letter* methodology, the Parties agree to true up or true down the rates charged and amounts paid back to September 1, 2002. Except as set forth above, in the event SBC-13STATE files a new or revised tariff after the effective date of this Appendix ("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 failure of the Pricing Exhibit to list charges for the Data Circuit does not negate any such charges for the Data Circuit, 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-13STATE SR(s).

## 9. LIABILITY

- 9.1 SBC-13STATE'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-13STATE 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-13STATE 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-13STATE, Carrier shall not be liable to SBC-13STATE, 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-13STATE until service is restored.
- 9.3 Carrier agrees to release, indemnify, defend and hold harmless SBC-13STATE from any and all Loss arising out of SBC-13STATE's provision of E911 Service hereunder or out of Carrier's End Users' use of the E911 Service, whether suffered, made, instituted or asserted by Carrier, its End Users, or by any other parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by Carrier, its End Users or others, unless the act or omission proximately causing the Loss constitutes gross negligence, recklessness or intentional misconduct of SBC-13STATE.
- 9.4 Carrier also agrees to release, indemnify, defend and hold harmless SBC-13STATE from any and all Loss involving an allegation of the infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the E911 Service features and the equipment associated therewith, including by not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing E911 Service provided hereunder, unless the act or omission proximately causing the Loss constitutes the gross negligence, recklessness or intentional misconduct of SBC-13STATE.

## 10. MUTUALITY

- 10.1 Carrier agrees that to the extent it offers the type of services covered by this Appendix to any company, that should SBC-13STATE request such services, Carrier will provide such services to SBC-13STATE under terms and conditions comparable to the terms and conditions contained in this Appendix.

## 11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 11.1 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 General Terms and Conditions 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; general responsibilities of the Parties; effective date, term and termination; billing and payment of charges; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnity; remedies; intellectual property; publicity and use of trademarks and service marks; confidentiality; intervening law; governing law; regulatory approval; changes in End User local Exchange Service provider selection; compliance and certification; law enforcement and civil process; relationship of the Parties/independent contractor; no third Party beneficiaries, disclaimer of agency; assignment; subcontracting; environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; End User inquiries; expenses; conflict of interest; survival of obligations, scope of agreement; amendments and modifications; and entire agreement.

## PRICING EXHIBIT

### 1.0 SBC-2STATE CELLULAR/PCS E9-1-1:

#### 1.1 CALIFORNIA

Trunk Charge per Trunk:

Monthly \$ 26.00

Non-Recurring \$ 741.00

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

#### 1.2 SBC NEVADA

Trunk Charge Per Trunk:

Monthly Recurring: \$ 8.00

Non-Recurring \$ 175.07

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

## 2.0 SBC MIDWEST REGION 5-STATE CELLULAR/PCS E9-1-1:

### 2.1 ILLINOIS

Trunk Charge per Trunk:

Monthly \$ 19.99

Non-Recurring \$ 610.45

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

### 2.2 INDIANA

Trunk Charge per Trunk:

Monthly \$ 26.64

Non-Recurring \$ 770.97

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

### 2.3 MICHIGAN

Trunk Charge per Trunk:

Monthly \$ 19.81

Non-Recurring \$ 496.18

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

### 2.4 OHIO

Trunk Charge per Trunk:

Monthly \$ 28.72

Non-Recurring \$ 436.62

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

### 2.5 WISCONSIN

Trunk Charge per Trunk:

Monthly \$ 26.29

Non-Recurring \$ 737.59

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

### 3.0 SBC SOUTHWEST REGION 5-STATE CELLULAR E9-1-1:

#### 3.1 ARKANSAS

Trunk Charge per Trunk:

Monthly \$ 22.86

Non-Recurring \$ 312.00

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

#### 3.2 KANSAS

Trunk Charge per Trunk:

Monthly \$ 22.86

Non-Recurring \$ 312.00

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

#### 3.3 MISSOURI

Trunk Charge per Trunk:

Monthly \$ 58.00

Non-Recurring \$ 170.00

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

#### 3.4 OKLAHOMA

Trunk Charge per Trunk:

Monthly \$ 33.22

Non-Recurring \$ 110.00

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

#### 3.5 TEXAS

Trunk Charge per Trunk:

Monthly \$ 39.00

Non-Recurring \$ 165.00

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

**4.0 SBC CONNECTICUT CELLULAR/PCS E9-1-1:**

Trunk Charge per Trunk:

Monthly                      \$ 14.39

Non-Recurring              \$ 0.00

Facility rates can be found in the State Special Access Tariff

**AMENDMENT TO**  
**CELLULAR-PCS INTERCONNECTION AGREEMENT**  
**by and between**  
**WISCONSIN BELL, INC. d/b/a SBC WISCONSIN**  
**and**  
**T-MOBILE USA, INC.**

The Interconnection Agreement, dated June, 26, 2003 ("**the Agreement**") by and between Wisconsin Bell, Inc.<sup>1</sup> d/b/a SBC Wisconsin ("**SBC Wisconsin**") and T-Mobile USA Inc. ("**CARRIER**") is hereby amended as follows:

- (1) The parties agree to add Cellular/PCS Appendix Emergency Service Access (E9-1-1).
- (2) All other terms and conditions of the Agreement remain unchanged.
- (3) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- (4) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- (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 (including intervening law rights asserted by either Party via written notice predating this Amendment) 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 ("**USTA**") v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, the D.C. Circuit's March 2, 2004 decision in USTA v. FCC, Case No. 00-1012 (D.C. Cir. 2004); 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; and 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 (collectively "**Government Actions**"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), **SBC WISCONSIN** 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. Notwithstanding anything to the contrary in the Agreement and this Amendment and except to the extent that **SBC WISCONSIN** has adopted the FCC ISP terminating compensation plan ("**FCC Plan**") in Wisconsin, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to **SBC WISCONSIN**'s right to exercise

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<sup>1</sup> Wisconsin Bell, Inc. ("**Wisconsin Bell**"), a Wisconsin corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. Wisconsin Bell offers telecommunications services and operates under the names "SBC Wisconsin" and "SBC Ameritech Wisconsin", pursuant to assumed name filings with the State of Wisconsin. Ameritech Corporation is a wholly owned subsidiary of SBC Communications, Inc.

its option at any time to adopt on a date specified by SBC WISCONSIN the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. 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**"). With respect to any 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.

- (6) This Amendment shall be filed with and subject to approval by The Public Service Commission of Wisconsin ("**PSCW**").

**IN WITNESS WHEREOF**, this Amendment to the Agreement was exchanged in triplicate by SBC Wisconsin, signing by and through its duly authorized representative, and CARRIER, signing by and through its duly authorized representative.

**T-Mobile USA, Inc.**

**Wisconsin Bell, Inc. d/b/a SBC Wisconsin by SBC Telecommunications, Inc., its authorized agent**

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

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

Name: \_\_\_\_\_  
(Print or Type)

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_  
(Print or Type)

Title: *For/* President-Industry Markets

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

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

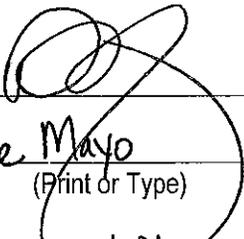
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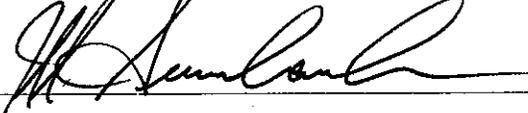
**ACNA** \_\_\_\_\_

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate by SBC Wisconsin, signing by and through its duly authorized representative, and CARRIER, signing by and through its duly authorized representative.

T-Mobile USA, Inc.

Wisconsin Bell, Inc. d/b/a SBC Wisconsin by SBC Telecommunications, Inc., its authorized agent

By: 

By: 

Name: Dave Mayo  
(Print or Type)

Name: Mike Auinbauh  
(Print or Type)

Title: VP Finance & Planning Eng & Tech  
(Print or Type) Operations

Title: For/ President-Industry Markets

Date: 5/13/04

Date: 5-19-04

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

ACNA \_\_\_\_\_

# **APPENDIX EMERGENCY SERVICE ACCESS (E9-1-1)**

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E9-1-1 PRICING EXHIBIT

## CELLULAR/PCS EMERGENCY 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-13STATE 911 network service elements which SBC-13STATE uses in the provision of E911 Universal Emergency Number/ 911 Telecommunications Services, where SBC-13STATE is the 911 service provider. E911 Authority purchases Universal Emergency Number/911 Telecommunications Service from SBC-13STATE. Wireless E911 Service Access makes available to Carrier only the service configuration purchased by the E911 Authority from SBC-13STATE. SBC-13STATE 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-13STATE 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 **SBC Communications Inc. (SBC)** 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 d/b/a SBC Connecticut, 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.
- 1.4 **SBC-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.5 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC SOUTHWEST REGION 5-STATE**, **SBC-2STATE** and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.6 **SBC CALIFORNIA** - As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
- 1.7 **SBC CONECTICUT** - As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company d/b/a SBC Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.8 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means 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, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.9 **SBC NEVADA** - As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.
- 1.10 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.11 The prices at which SBC-13STATE agrees to provide Carrier with E911 Service Access is contained in the applicable Appendix Pricing and/or the applicable State Access Services tariff where stated.

## 2. DEFINITIONS

- 2.1 **"911 Call(s)"** means a call made by an Carrier's Wireless End User 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 necessary location data stored in the 911 Selective Routing/ALI Database, which is sufficient to identify the tower and/or face from which a wireless call originates.
- 2.4 **"Automatic Location Identification Database" or "ALI Database"** means the emergency service (E911) database containing caller information. Caller information may include, but is not limited to, the carrier name, Call Back Number, and Cell Site/Sector Information.
- 2.5 **"Automatic Number Identification" or "ANI"** means a signaling parameter that refers to the number transmitted through a network identifying a pANI. With respect to 911 and E911, "ANI" means a feature by which the pANI is automatically forwarded to the 911 Selective Routing Switch and to the PSAP's Customer Premise Equipment (CPE) for display.
- 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 the caller's location to the PSAP.
- 2.8 **"Centralized Automatic Message Accounting (CAMA) Trunk"** means a trunk that uses Multi-Frequency (MF) signaling to transmit calls from the Carrier's switch to an SBC-13STATE E911 Selective Router.
- 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/Signaling System 7 Trunk" or "CCS/SS7 Trunk or SS7 Signaling"** means a trunk that uses Integrated Services Digital Network User Part (ISUP) signaling to transmit ANI from Carrier's switch to an SBC-13STATE 911 Selective Routing Tandem.
- 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 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 as

- the administrative entity to manage a public emergency telephone system for emergency police, fire, and emergency medical 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-13STATE 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 ANI, ALI, and/or Selective Routing (SR).
- 2.20 **“Emergency Services”** means police, fire, ambulance, rescue, and medical services.
- 2.21 **“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.
- 2.22 **“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 **“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.
- 2.24 **“Meet Point”** means the demarcation between the SBC-13STATE network and the Carrier network.
- 2.25 **“Mobile Directory Number”** or **“MDN”** means a 10-digit dialable directory number used to call a Wireless Handset.
- 2.26 **“Mobile Identification Number”** or **“MIN”** means a 10-digit number assigned to and stored in a Wireless Handset.
- 2.27 **“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.
- 2.28 **“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.
- 2.29 **“Phase I”** – as defined in CC Docket 94-102. Phase I data includes the Call Back Number and the associated 911 ALI.
- 2.30 **“Phase II”** – as defined in CC Docket 94-102. Phase II data includes XY coordinates, confidence factor and certainty.
- 2.31 **“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.

- 2.32 **“Pseudo Automatic Number Identification (pANI)”** is a 10-digit telephone number used to support routing of wireless 911 calls. It is used to identify the Cell Site and/or cell sector from which the call originates, and is used to link the ALI record with the caller’s MDN.
- 2.33 **“Selective Routing”** or **“SR”** means an E911 feature that routes an E911 call from a 911 Selective Routing Switch to the Designated or Primary PSAP based upon the pANI associated with the originating Cell Site and/or Cell Sector.
- 2.34 **“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. The dynamic update requires input from the wireless carrier’s network prior to updating the ALI record and forwarding to the appropriate PSAP.
- 2.35 **“Wireless Handset”** means the wireless equipment used by a wireless end user to originate wireless calls or to receive wireless calls.

### 3. **SBC-13STATE RESPONSIBILITIES**

- 3.1 **SBC-13STATE** 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-13STATE** is the 911 service provider. **SBC-13STATE** shall provide 911 Service to Carrier in areas where Carrier is licensed to provide service and **SBC-13STATE** is the 911 service provider. This shall include the following:
- 3.2 **Call Routing**
- 3.2.1 Where **SBC-13STATE** 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-13STATE** 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.

Where **SBC-13STATE** is the ALI Database Provider, in a Phase I application, **SBC-13STATE** will forward the Phase I data as provided by the Carrier and in a Phase II application, **SBC-13STATE** will forward the Phase I and Phase II data as provided by the Carrier.

- 3.3 **Facilities and Trunking**
- 3.3.1 **SBC-13STATE** shall provide and maintain sufficient dedicated E911 circuits from **SBC-13STATE**’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-13STATE** 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-13STATE** Access Services tariff. Additionally, when Carrier requests diverse facilities, **SBC-13STATE** will provide such diversity where technically feasible, at standard tariff rates.
- 3.3.3 **SBC-13STATE** and Carrier will cooperate to promptly test all trunks and facilities between Carrier’s network and the **SBC-13STATE** SR(s).
- 3.3.4 **SBC-13STATE** 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 13-STATE** is the 911 service provider and Carrier deploys a CAS or Hybrid-CAS Solution utilizing **SBC 13-STATE** E911 DBMS:
- 3.4.1.1 **SBC 13-STATE** shall store the Carriers ALI records in the electronic data processing database for the E911 DBMS.

- 3.4.1.2 **SBC 13-STATE** shall coordinate access to the **SBC 13-STATE** E911 DBMS for the initial loading and updating of Carrier ALI records.
- 3.4.1.3 **SBC 13-STATE**'s ALI database shall accept electronically transmitted files that are based upon NENA standards.
- 3.4.1.4 **SBC 13-STATE** will submit Carrier's ALI records in the E911 DBMS. **SBC 13-STATE** will then provide Carrier 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 13-STATE**.
- 3.4.1.5 **SBC 13-STATE** 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 13-STATE** is the 911 service provider, and Carrier deploys an NCAS solution:
  - 3.4.2.1 Carriers designated third-party provider shall perform the above database functions.
  - 3.4.2.2 **SBC 13-STATE** 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-13STATE** is the 911 network service provider, Carrier will route 911 calls from Carrier's MSC to the **SBC-13STATE** 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-13STATE** 911 SR.

##### 4.2 Facilities and Trunking

- 4.2.1 Where specified by the E911 Authority, Carrier shall provide or order from **SBC-13STATE**, transport and trunk termination to each **SBC-13STATE** 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-13STATE** 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-13STATE** 911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable PSAP, the Parties agree to implement CCS/SS7 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 engineer its 911 trunks to maintain a minimum P.01 grade of service as specified by NENA standards.
- 4.2.6 In order to implement Phase II E911 Service, Carrier is responsible for ordering a 56K or 64K frame relay or fractional T-1 circuit ("Data Circuit") from Carrier's MSC to the appropriate **SBC-13STATE**

ALI server where **SBC-13STATE** is the designated ALI Database Provider. Such Data Circuit may be ordered from **SBC-13STATE** affiliate or vendor of Carrier's choice.

- 4.2.7 Carrier shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If Carrier's traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, Carrier shall request additional circuits from **SBC-13STATE**.
  - 4.2.8 Carrier will cooperate with **SBC-13STATE** to promptly test all 911 trunks and facilities between Carrier's network and the **SBC-13STATE** 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-13STATE** of the circuit identification and the fact that the circuit is a 911 circuit when notifying **SBC-13STATE** of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. **SBC-13STATE** will refer network trouble to Carrier if no defect is found in **SBC-13STATE**'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-13STATE** is the 911 service provider, and Carrier deploys a CAS or Hybrid CAS Solution utilizing **SBC-13STATE** E911 DBMS:
    - 4.3.1.1 Carrier or its representatives shall be responsible for providing Carrier's ALI Records to **SBC-13STATE**, for inclusion in **SBC-13STATE**'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-13STATE** 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-13STATE** 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-13STATE**, for inclusion in **SBC-13STATE**'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 established NENA standards.
- 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 In the event that there is a valid E911 Phase II PSAP request, Carrier shall notify **SBC-13STATE** Industry Markets 911 Account Manager at least five (5) months prior to Carrier's proposed Phase II implementation state.

## 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-13STATE** 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, (iii) the terms and conditions of **SBC-13STATE**'s applicable State Access Services tariff(s) and (iv) the principles expressed in the recommended standards published by NENA.

## 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 to establish service specifications and grant final approval (or denial) of service configurations offered by **SBC-13STATE** and Carrier.

## 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 on a going forward basis. There shall be no true up or price adjustments for process charged for wireless 911 implementations accomplished via prior agreement or tariff prior to the effective date of this Appendix. 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 interim rates set forth in the Appendix are based on the pricing methodology 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)*. In the event that the final pricing methodology that is adopted in a particular State differs from the *King County Letter* methodology, the Parties agree to true up or true down the rates charged and amounts paid back to September 1, 2002. Except as set forth above, in the event **SBC-13STATE** files a new or revised tariff after the effective date of this Appendix ("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 failure of the Pricing Exhibit to list charges for the Data Circuit does not negate any such charges for the Data Circuit, 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-13STATE** SR(s).

## 9. LIABILITY

- 9.1 **SBC-13STATE**'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-13STATE** 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-13STATE** 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-13STATE, Carrier shall not be liable to SBC-13STATE, 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-13STATE until service is restored.
- 9.3 Carrier agrees to release, indemnify, defend and hold harmless SBC-13STATE from any and all Loss arising out of SBC-13STATE's provision of E911 Service hereunder or out of Carrier's End Users' use of the E911 Service, whether suffered, made, instituted or asserted by Carrier, its End Users, or by any other parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by Carrier, its End Users or others, unless the act or omission proximately causing the Loss constitutes gross negligence, recklessness or intentional misconduct of SBC-13STATE.
- 9.4 Carrier also agrees to release, indemnify, defend and hold harmless SBC-13STATE from any and all Loss involving an allegation of the infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the E911 Service features and the equipment associated therewith, including by not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing E911 Service provided hereunder, unless the act or omission proximately causing the Loss constitutes the gross negligence, recklessness or intentional misconduct of SBC-13STATE.

## 10. MUTUALITY

- 10.1 Carrier agrees that to the extent it offers the type of services covered by this Appendix to any company, that should SBC-13STATE request such services, Carrier will provide such services to SBC-13STATE under terms and conditions comparable to the terms and conditions contained in this Appendix.

## 11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 11.1 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 General Terms and Conditions 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; general responsibilities of the Parties; effective date, term and termination; billing and payment of charges; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnity; remedies; intellectual property; publicity and use of trademarks and service marks; confidentiality; intervening law; governing law; regulatory approval; changes in End User local Exchange Service provider selection; compliance and certification; law enforcement and civil process; relationship of the Parties/independent contractor; no third Party beneficiaries, disclaimer of agency; assignment; subcontracting; environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; End User inquiries; expenses; conflict of interest; survival of obligations, scope of agreement; amendments and modifications; and entire agreement.

## PRICING EXHIBIT

### 1.0 **SBC-2STATE CELLULAR/PCS E9-1-1:**

#### 1.1 **CALIFORNIA**

Trunk Charge per Trunk:

Monthly \$ 26.00

Non-Recurring \$ 741.00

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

#### 1.2 **SBC NEVADA**

Trunk Charge Per Trunk:

Monthly Recurring: \$ 8.00

Non-Recurring \$ 175.07

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

**2.0 SBC MIDWEST REGION 5-STATE CELLULAR/PCS E9-1-1:****2.1 ILLINOIS**

Trunk Charge per Trunk:

Monthly \$ 19.99

Non-Recurring \$ 610.45

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

**2.2 INDIANA**

Trunk Charge per Trunk:

Monthly \$ 26.64

Non-Recurring \$ 770.97

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

**2.3 MICHIGAN**

Trunk Charge per Trunk:

Monthly \$ 19.81

Non-Recurring \$ 496.18

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

**2.4 OHIO**

Trunk Charge per Trunk:

Monthly \$ 28.72

Non-Recurring \$ 436.62

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

**2.5 WISCONSIN**

Trunk Charge per Trunk:

Monthly \$ 26.29

Non-Recurring \$ 737.59

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

**3.0 SBC SOUTHWEST REGION 5-STATE CELLULAR E9-1-1:****3.1 ARKANSAS**

Trunk Charge per Trunk:

Monthly \$ 22.86

Non-Recurring \$ 312.00

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

**3.2 KANSAS**

Trunk Charge per Trunk:

Monthly \$ 22.86

Non-Recurring \$ 312.00

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

**3.3 MISSOURI**

Trunk Charge per Trunk:

Monthly \$ 58.00

Non-Recurring \$ 170.00

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

**3.4 OKLAHOMA**

Trunk Charge per Trunk:

Monthly \$ 33.22

Non-Recurring \$ 110.00

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

**3.5 TEXAS**

Trunk Charge per Trunk:

Monthly \$ 39.00

Non-Recurring \$ 165.00

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

**4.0 SBC CONNECTICUT CELLULAR/PCS E9-1-1:**

Trunk Charge per Trunk:

Monthly \$ 14.39

Non-Recurring \$ 0.00

Facility rates can be found in the State Special Access Tariff

**AMENDMENT TO  
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE  
TELECOMMUNICATIONS ACT OF 1996  
BETWEEN  
WISCONSIN BELL, INC. d/b/a AT&T WISCONSIN  
AND  
T-MOBILE USA, INC.**

The Interconnection Agreement dated June 26, 2003 by and between Wisconsin Bell, Inc. d/b/a AT&T Wisconsin ("AT&T")<sup>1</sup> and T-Mobile USA, Inc. ("T-Mobile") ("Agreement") effective in the state of Wisconsin is hereby amended as follows:

1. Section 17 Term and Termination of the General Terms and Conditions is amended by adding the following section:
  - 17.1.1 Notwithstanding anything to the contrary in this Section 17, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years from January 7, 2008 until January 7, 2011 (the "Extended Expiration Date"). The Agreement shall expire on the Extended Expiration Date; provided, however, that during the period from the effective date of this Amendment until the Extended Expiration Date, the Agreement may be terminated earlier either by written notice from T-Mobile, by AT&T pursuant to the Agreement's early termination provisions, by mutual agreement of the parties, or upon the effective date of a written and signed superseding agreement between the parties.
2. The Parties acknowledge and agree that AT&T shall permit the extension of this Agreement, subject to amendment to reflect future changes of law as and when they may arise.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
5. This Amendment shall be filed with and is subject to approval by the Public Service Commission of Wisconsin and shall become effective ten (10) days following approval by such Commission.

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<sup>1</sup> Wisconsin Bell, Inc. (previously referred to as "Wisconsin Bell" or "SBC Wisconsin") now operates under the name "AT&T Wisconsin".

T-Mobile USA, Inc.

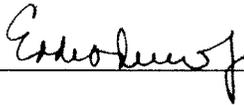
By: 

Name: **Dave Mayo**  
**Vice President - Engineering**  
**Finance, Strategy & Development**

Title: \_\_\_\_\_  
(Print or Type)

Date: 5/12/08

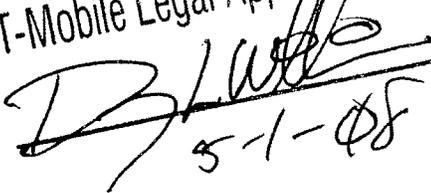
Wisconsin Bell, Inc. d/b/a AT&T Wisconsin by AT&T Operations, Inc., its authorized agent

By: 

Name: **Eddie A. Reed, Jr.**  
(Print or Type)

Title: Director-Interconnection Agreements

Date: 5-23-08

T-Mobile Legal Approval By:  
  
5-1-08