

EXHIBIT 1

Agreement for Interconnection and Reciprocal Compensation

MISSOURI

**AGREEMENT FOR INTERCONNECTION
AND RECIPROCAL COMPENSATION**

by and between

CMT PARTNERS

and

SOUTHWESTERN BELL TELEPHONE COMPANY

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APPENDICES:

GSA

PRICING

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**AGREEMENT FOR INTERCONNECTION
AND RECIPROCAL COMPENSATION**

This Agreement, entered into this ____ day of _____, 1997, is by and between Southwestern Bell Telephone Company, a Missouri corporation with its offices located at One Bell Center, St. Louis, Missouri 63101 ("SWBT"), and CMT Partners, a general partnership organized under the laws of the state of Delaware, and St. Joseph Celltelco, a general partnership organized under the laws of the District of Columbia, with main offices located at 10895 Lowell, Overland Park, Kansas 66210, ("Carrier") (collectively, the "Parties").

WHEREAS, SWBT is a Local Exchange Carrier in the State of Missouri;

WHEREAS, Carrier is a Commercial Mobile Radio Service provider operating within the state of Missouri and, specifically, the Geographic Service Areas set forth in Appendix GSA;

WHEREAS, the Parties desire to enter into an agreement for the interconnection of their networks and reciprocal compensation for the termination of Local Traffic (as defined below) between their respective networks pursuant to the Telecommunications Act of 1996 (the "Act"), and other applicable state laws;

NOW THEREFORE, the Parties hereby agree as follows:

1. DEFINITIONS

Definitions of the terms used in this Agreement are listed below. The Parties agree that certain terms may be defined elsewhere in this Agreement, as well. Terms not defined shall be construed in accordance with their customary meaning in the telecommunications industry as of the effective date of this Agreement.

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

"Area Wide Calling Plan" or "AWCP" means a billing option available to CMRS providers where the CMRS provider compensates SWBT for land to mobile traffic in lieu of toll charges that would normally be billed to SWBT's end user.

"Automatic Number Identification" or "ANI" means the number transmitted through the network identifying the calling party.

"Calling Party Number" or "CPN" is a feature of signaling system 7 ("SS7") protocol whereby the 10 digit number of the calling party is forwarded from the end office.

"Carrier" has the meaning set forth in the preamble.

"Cell Site" means the location of fixed radio transmitting and receiving facilities associated with the origination and termination of wireless traffic to a wireless end user and may be used as a point of interconnection to the landline network.

"Collocation" has the meanings given to the term in the Act, applicable rules of the FCC and Commission, and the Commission's arbitration awards.

"Commercial Mobile Radio Service" or "CMRS" has the meaning given to the term in the Act.

"Commission" or "PUC" or "PSC" means the state administrative agency to which the United States Congress or state legislature has delegated authority to regulate the operations of Local Exchange Carriers ("LECs") as defined in the Act.

"Common Channel Signaling" or "CCS" means a special network, fully separate from the transmission path of the public switched network, that digitally transmits call set-up and network control data.

"Connecting Facilities" means dedicated facilities provided either under this Agreement or separate contract used to connect Carrier's network and SWBT's network for the purposes of interchanging traffic.

"Conversation Time" means the time (in full second increments) that both Parties' equipment is used for a call, measured from the receipt of answer supervision to disconnect supervision.

"Customer" means, whether or not capitalized, any business, residential or governmental customer of services covered by the Agreement, and includes the term "End User". More specific meanings of either of such terms are dependent upon the context in which they appear in the Agreement and the provisions of the Act.

"End Office" means a local SWBT switching point where SWBT exchange service customer station loops are terminated for purposes of interconnection to each other and to the network.

"End User" means, whether or not capitalized, any business, residential or governmental customer of services covered by the Agreement and includes the term "Customer". More specific meanings of either of such terms are dependent upon the context in which they appear in the Agreement and the provisions of the Act.

"Exchange Access" has the meaning given the term in the Act.

"FCC" means the Federal Communications Commission.

"Geographic Service Area" or "GSA" means the geographic area served by the cellular system within which Carrier is licensed to provide service.

"Independent Local Exchange Carrier" has the meaning given the term in the Act.

"Interconnection" has the meaning given the term in the Act and refers to the connection of separate pieces of equipment, facilities, or platforms between or within networks for the purpose of transmission and routing to Telephone Exchange Service traffic and Exchange Access traffic.

"Interexchange Carrier" or "IXC" means a carrier other than a CMRS provider or a LEC that provides, directly or indirectly, interLATA and/or intraLATA, for-hire telecommunications service.

"InterLATA" has the meaning given the term in the Act.

"InterMTA Traffic" means all calls which originate in one MTA and terminate in another MTA.

"IntraLATA Toll Traffic" means all intraLATA calls other than Local Traffic.

"Local Access and Transport Area" or "LATA" has the meaning given to the term in the Act.

"Local Exchange Carrier" or "LEC" has the meaning given to the term in the Act.

"Local Service Provider" means a carrier licensed by the Commission with the appropriate certification (e.g., in Texas, a Certificate of Authorization or Service Provider Certificate of Authorization).

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

"Mobile Switching Center" or "MSC" means a Carrier's facilities and related equipment used to route, transport and switch Wireless Calls to and from the public switched telephone network.

"MTA" has the meaning given to the term in 47 CFR Section 24.202(A).

"NXX", "NXX Code", "Central Office Code", or "CO Code" is the 3-digit switch 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 telephone numbers.

"Party" means either SWBT or Carrier, and "Parties" means SWBT and Carrier.

"Reciprocal Compensation" means the arrangement between two carriers in which each of the two carriers receives symmetrical compensation from the other carrier for the transport and termination on each carrier's network of Local Traffic that originates on the network of the other carrier.

"Signaling System 7" or "SS7" means a signaling protocol used by the CCS network.

"Signaling Transfer Point" or "STP" means the point where a Party interconnects, either directly or through facilities provided by SWBT, with the CCS/SS7 network.

"SWBT" has the meaning set for in the preamble.

"Synchronous Optical Network" or "SONET" means an optical interface standard that allows inter-networking of transmission products from multiple vendors.

"Tandem" means the following:

"Access Tandem" means a switching system that provides a concentration and distribution function for originating or terminating traffic between end offices, other tandems and Third Party Providers.

"Wireless Tandem" means a switching system that provides a concentration and distribution function for originating and terminating traffic between the wireless MSCs and the landline network and has the software necessary to provide wireless interconnection services.

"Telecommunications" and "Telecommunications Carrier" have the meanings given to those terms in the Act.

"Termination" means the switching of Local Traffic at the terminating carrier's end office switch, or equivalent facility, and delivery of such traffic to the called party.

"Territory" means the five states of Texas, Missouri, Kansas, Arkansas and Oklahoma in which SWBT was originally given the ability to operate its business following divestiture.

"Third Party Provider" shall mean any other facilities-based telecommunications carrier, including, without limitation, interexchange carriers, independent telephone companies, competitive local exchange carriers, or CMRS providers. The term shall not mean resellers of a LEC's local exchange services.

"Transiting Traffic" means intermediate transport and switching of traffic between two parties, one of which is not a Party to this Agreement, carried by a Party that neither originates nor terminates that traffic on its network while acting as an intermediary.

"Transport" means the transmission (not including tandem switching) of Local Traffic subject to Section 251(b)(5) of the Act from the interconnection point between two carriers to the

terminating carrier's end office switch that directly serves the called party, or equivalent facility provided by a carrier other than an incumbent LEC.

"Trunk Group" means a set of trunks of common routing, origin and destinations, and which serve a like purpose or function.

"Trunk Side" means a Party's connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity, for example another SWBT to Carrier switch. Trunk Side connections offer those transmission and signaling features appropriate for the connections of switching entities.

"V and H Coordinates Method" means the computing of airline miles between two points utilizing an established formula which is based on the vertical and horizontal coordinates of the two points used in the rating of calls.

"Wireless Calls" means, for the application of reciprocal compensation, all calls originating from or terminating to the Carrier's network.

2. INTERCONNECTION

This Section 2 describes the network architecture with which the Parties to this Agreement may interconnect their respective networks for the transmission and routing of Telephone Exchange Service and Exchange Access as required by Section 251(c)(2) of the Act.

2.1 Interconnection Facilities

2.1.1 Type 1: Facilities which provide a trunk side connection (line side treatment) between a SWBT end office and Carrier's Mobile Switching Center ("MSC") within that end office boundary. Type 1 facilities provide the capability to access all SWBT end offices within the LATA and Third Party Providers.

2.1.2 Type 2A: Facilities which provide a trunk side connection between Carrier's MSC and a SWBT Wireless Tandem. Type 2A facilities provide the capability to access all SWBT end offices within the LATA and Third Party Providers, excluding IXCs.

2.1.3 Type 2B: One-way facilities which provide a trunk side connection from a Carrier's MSC to a SWBT end office. Type 2B facilities provide the capability to access only subscribers served by that end office.

2.1.4 Type S: Facilities provisioned to provide out of band signaling between SWBT STPs and Carrier MSCs or STPs.

- 2.1.5 Equal Access Facilities: One-way facilities which provide a trunk side connection between Carrier's MSC and a SWBT Access Tandem. Equal Access Trunks provide the capability to pass interexchange traffic to IXCs.
- 2.1.6 Miscellaneous Facilities: Facilities which provide the transmission and routing of various types of traffic, such as 800/888 traffic, 911/E911 traffic, Operator Services traffic, and Directory Assistance traffic.
- 2.1.7 Carrier may develop additional Points of Presence (POP) other than the actual location of its MSCs through the use of either SWBT's Special Access facilities, Carrier's own facilities, or facilities of a third party.
- 2.1.8 Carrier shall provide SWBT with an annual forecast of intended mobile to land usage for each point of interconnection. The Parties agree to work cooperatively to determine the number of trunks needed to handle the estimated traffic. Type 1 and Type 2A facilities may be either one-way, or two-way when both Parties agree to share the facility; Type 2B facilities are restricted to one-way mobile to land. For one-way, or two-way facilities, terms, conditions, and recurring and nonrecurring charges will apply as specified in Section 7 of the applicable interstate or intrastate Special Access Tariffs. When both Parties agree to utilize two-way facilities, charges will be shared by the Parties on a proportional (percentage) basis as specified in Appendix PRICING. Parties shall review actual billed minutes accrued on shared two-way facilities and modify, six months from the Effective Date and every six months thereafter, the percentages specified in Appendix PRICING.

2.2 Facility Locations

2.2.1 Technical Feasibility

- 2.2.1.1 As required by Section 251 of the Act, Carrier may interconnect with SWBT's network at any technically feasible point. The Parties acknowledge for purposes of this requirement that the locations listed in Appendix DCO constitute the technically feasible points of interconnection for the Carrier to pass traffic to SWBT for transport and termination by SWBT on its network or for transport to a Third Party Provider.
- 2.2.1.2 If Carrier requires interconnection at a location not listed in Appendix DCO, then it shall submit a Special Request pursuant to section 6.1.2.
- 2.2.1.3 The Parties recognize that SWBT, in its sole discretion, may remove a location from Appendix DCO in the normal course of its business, thus rendering interconnection at the location technically infeasible; provided, however, that SWBT shall provide Carrier at least 120 days written notice and shall work with Carrier to reestablish the interconnection at another SWBT location within the 120 days; provided, further, however, that

Carrier shall be responsible for any costs associated with the reconfigurations of its own network (except for the re-homing of the facilities, which charges shall be borne by SWBT). In addition, SWBT may add a location to Appendix DCO at any time, and shall notify Carrier of such addition in writing, which shall be considered an amendment to Appendix DCO.

2.2.2 Per LATA Requirement

Carrier acknowledges that SWBT is restricted in its ability to pass traffic from one LATA to another under the Act. As a result, Carrier agrees to interconnect to at least one SWBT facility in each LATA in which it desires to pass traffic to SWBT for transport and termination within such LATA. This requirement shall remain in effect until SWBT, in its reasonable judgment, notifies Carrier in writing that it is no longer subject to interLATA restrictions in its Territory.

2.3 Interconnection Methods Available to Carrier

- 2.3.1 Carrier may provide its own facilities and transport for the delivery of traffic from its MSC (or other mutually agreed upon point on Carrier's network) to the interconnection point on SWBT's network. Alternatively, Carrier may purchase an entrance facility and transport from a third party or from SWBT for the delivery of such traffic. Rates for entrance facilities and transport purchased from SWBT are specified in Section 7 of the applicable interstate or intrastate Special Access Tariffs.
- 2.3.2 Carrier may request virtual collocation from SWBT at the rates, terms and conditions specified in FCC Tariff No. 73, Section 25, and physical collocation as specified in applicable tariffs (or in the absence of an applicable tariff, on an individual case basis). Alternatively, Carrier may collocate at a SWBT facility with a third party with whom SWBT has already contracted for collocation. When Carrier collocates at a SWBT facility, it shall provide for the transport of traffic from its network to the appropriate interconnection point on SWBT's network pursuant to section 2.3.1 above. SWBT shall provide collocation space to Carrier only for equipment used for the purposes of interconnecting to SWBT's network. SWBT is not required to permit collocation of equipment used to provide enhanced services. If Carrier causes SWBT to build a collocation cage and then Carrier does not use the facility (or all the facility), Carrier shall reimburse SWBT as if Carrier was using the entire facility.
- 2.3.3 Carrier may request SONET Based Interconnection ("SBI") pursuant to SWBT's tariff terms and conditions in FCC Tariff No. 73, Section 30.
- 2.3.4 Carrier and SWBT may share interconnection facilities at the rates specified in Section 7 of the applicable interstate or intrastate Special Access Tariff. Charges

will be shared by the Parties based on their proportional (percentage) use of such facilities basis as specified in Appendix PRICING.

2.4 Interconnection Methods Available to SWBT

- 2.4.1 Carrier locations listed in Appendix DCO constitute the technically feasible points of interconnection. Carrier shall provide for SWBT to pass traffic to Carrier for transport and termination on Carrier's network.
- 2.4.2 If SWBT requires interconnection at a location not listed in Appendix DCO, then it shall submit a Special Request pursuant to section 6.1.2.
- 2.4.3 SWBT may provide its own facilities and transport for the delivery of traffic from its point of interconnection to the interconnection point on Carrier's network. Alternatively, SWBT may purchase an entrance facility and transport from a third party or from Carrier for the delivery of such traffic. Rates for entrance facilities and transport purchased from Carrier are specified in Appendix PRICING.
- 2.4.4 SWBT may request virtual or physical collocation from Carrier at the rates, terms and conditions which Carrier receives from SWBT for such services. Alternatively, SWBT may collocate at a Carrier facility with a third party with whom Carrier has already contracted for collocation. When SWBT collocates at a Carrier facility, it shall provide for the transport of traffic from its network to the appropriate interconnection point on Carrier's network pursuant to section 2.4.3 above.
- 2.4.5 SWBT may request SONET Based Interconnection ("SBI") pursuant to rates, terms and conditions which Carrier receives from SWBT for such services.
- 2.4.6 Carrier and SWBT may share Carrier's interconnection facilities at the rates specified in Appendix PRICING. Charges will be shared by the Parties based on a proportional (percentage) basis as specified in Appendix PRICING.

2.5 Technical Requirements and Standards

- 2.5.1 Each Party will provide the services in this Agreement to the other Party at a standard at least equal in quality and performance to that which the Party provides itself. Either Party may request, and the other Party will provide, to the extent technically feasible, services that are superior or lesser in quality than the providing Party provides to itself; provided, however, that such services shall be considered Special Requests.
- 2.5.2 Nothing in this Agreement will limit either Party's ability to modify its network, including, without limitation, the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any such modifications to its network which will materially impact the other Party's service.

consistent with the timelines established by the FCC in the Second Report and Order, CC Docket 96-98. Carrier will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required because of SWBT modifications, including, without limitation, changes in facilities, operations or procedures, minimum network protection criteria, or operating or maintenance characteristics of facilities.

3. TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE PURSUANT TO SECTION 251(C)(2)

This Section 3 provides the terms and conditions for the exchange of traffic between the Parties' respective networks for the transmission and routing by the Parties of Local Traffic, and Transiting Traffic.

3.1 Basic Terms

3.1.1 Mobile to Land Traffic

3.1.1.1 Carrier shall be responsible for the delivery of traffic from its network to the appropriate point of interconnection on its network for the transport and termination of such traffic by SWBT to a SWBT end user or for delivery by SWBT to a Third Party Provider.

3.1.1.2 Unless Carrier elects to provision its own facilities under section 2.3, SWBT shall provide the physical plant facilities that interconnect Carrier's point of interconnection with SWBT's point of interconnection. SWBT shall provision mobile to land connecting facilities for Carrier under the terms and conditions specified in Section 7 of the applicable interstate or intrastate Special Access Tariffs.

3.1.2 Land to Mobile Traffic

3.1.2.1 SWBT shall be responsible for the delivery of traffic from its network to the appropriate point of interconnection (within the serving wire center boundary of the end office in which the tandem, providing Type 2A Interconnection, is located, or within the serving wire center boundary of the end office providing Type 1 Interconnection) on its network for the transport and termination of such traffic by Carrier to the handset of a Carrier end user.

3.1.2.2 Unless SWBT elects to have Carrier or a third party provision facilities under section 2.4, SWBT shall provide the physical plant facilities that interconnect SWBT's point of interconnection with Carrier's point of interconnection. SWBT shall be responsible for the physical plant facility from its network to the appropriate point of interconnection within the

serving wire center boundary of the end office in which the tandem, providing Type 2A Interconnection, is located, or within the serving wire center boundary of the end office providing Type 1 Interconnection.

3.1.3 Traffic To Third Party Providers

Carrier and SWBT shall compensate each other for traffic that transits their respective systems to any Third Party Provider, as specified in Appendix PRICING. The Parties agree to enter into their own agreements with Third Party Providers; however, for a period of six (6) months from the effective date of this agreement, SWBT and Carrier agree to continue the existing revenue sharing arrangements, which SWBT currently has with Third Party Providers. Carrier agrees to compensate SWBT for this traffic at rate levels as specified in the intrastate Wireless Interconnection Tariff. As Carrier enters into agreements with Third Party Providers, SWBT and Carrier agree that Carrier will then compensate SWBT at the Transiting Rate as specified in Appendix PRICING. Carrier agrees to make a good faith effort to complete agreements with all Third Party Providers within the six (6) month period, thereby minimizing any traffic sent to SWBT for termination on a Third Party Provider's network unless or until the Carrier has a traffic interchange agreement with the Third Party Provider. In the event that Carrier does send traffic through SWBT's network to a Third Party Provider with whom Carrier does not have a traffic interchange agreement, then Carrier agree to indemnify SWBT for any termination charges rendered by a Third Party Provider for such traffic.

3.2 Reciprocal Compensation

3.2.1 Rates

The Parties shall provide each other symmetrical, Reciprocal Compensation for the transport and termination of Local Traffic at the rates specified in Appendix PRICING. SWBT shall compensate Carrier for the transport and termination of Local Traffic originating on SWBT's network; Carrier shall compensate SWBT for the transport and termination of Local Traffic originating on Carrier's network. Compensation shall vary based on the method of interconnection used by the Parties, as specified in Appendix PRICING. Additional charges may also apply (on a non-symmetrical, non-reciprocal basis) as provided for in this Agreement. The Parties acknowledge that the rates set forth in Appendix PRICING are interim and shall be replaced by final rates as adopted by the Commission or the FCC based on final and unappealable costing rules adopted by the FCC, as further described below and in section 14.

3.2.2 True Up

The Parties recognize that rates, among other things, provided for under this Agreement may be affected by subsequent ruling of state or federal legislative bodies, courts, or regulatory agencies of competent jurisdiction. Accordingly, the Parties agree that in the event of such a final, non-appealable ruling, the Parties shall true up the Reciprocal Compensation provided for in this section once the ruling, decision or other mandate becomes effective, final and non-appealable (the "True Up Date"). In the event of such a ruling on rates from the Commission, true up shall provide each Party the level of compensation it would have received had the Commission-approved rates been in effect starting as of the Effective Date of this Agreement and ending on the True Up Date. The Parties shall complete true up 60 days after the True Up Date.

3.2.3 Exclusions

Reciprocal Compensation shall apply solely to the transport and termination of Local Traffic, and shall not apply to any other traffic or services, including without limitation:

3.2.3.1 interMTA traffic;

3.2.3.2 Transiting Traffic;

3.2.3.3 traffic which neither originates nor terminates on Carrier's network;

3.2.3.4 traffic which neither originates nor terminates on SWBT's network;

3.2.3.5 non-local traffic associated with SWBT's Area Wide Calling Plan traffic;

and

3.2.3.6 Paging Traffic.

3.2.4 Measuring Calls as Local Traffic

In order to measure whether traffic is Local Traffic for purposes of calculating Reciprocal Compensation, the Parties agree as follows: for SWBT, the origination or termination point of a call shall be the end office which serves, respectively, the calling or called party. For Carrier, the origination or termination point of a call shall be the cell site/base station which serves, respectively, the calling or called party at the time the call begins.

3.2.5 Conversation Time

For purposes of billing compensation for the interchange of local traffic, intraMTA traffic, billed minutes will be based upon conversation time. Conversation time will be determined from actual usage recordings. Conversation time begins when

the terminating Party's network receives answer supervision and ends when the terminating Party's network receives disconnect supervision.

3.3 Additional Compensation

In addition to any other charges specified in this Agreement, the following charges may be applicable as specified in this Agreement at the rates listed in Appendix PRICING. Charges listed are in addition to, not exclusive of, any other charges that may be applicable under this Agreement.

- 3.3.1 Transiting Charge: Each Party shall compensate the other Party for traffic which transits the other Party's network destined to a Third Party Provider at rates specified in Appendix PRICING.
- 3.3.2 Facilities Charges: Each Party shall compensate the other (not on a reciprocal, symmetrical basis) for the use of the providing Party's facilities between Carrier and SWBT points of interconnection, in either direction, as the case may be.
- 3.3.3 Special Requests: All requests for (i) services covered by this Agreement for which facilities do not exist, (ii) facilities, equipment or technologies not, in the providing Party's sole discretion, necessary to fulfill a request under this Agreement, or (iii) services not specifically enumerated in the Agreement, shall be handled as a Special Request, as described in section 6.1.2. Special Requests may include, without limitation, requests for fiber, microwave, alternate routing, redundant facilities and other non-standard facilities or services.

3.4 Signaling

SWBT will provide at Carrier's request Signaling System 7 ("SS7") in order to allow out of band signaling in conjunction with the exchange of traffic between the Parties' respective networks. The Parties shall provide such service at the rates specified in Appendix PRICING. This rate is for the use of multiple SWBT STPs in the provisioning of mobile to land traffic. Charges for STP Access Links and Port Terminations used to connect Carrier's MSC or STP (whichever is applicable) and SWBT's STP shall be shared by the Parties based on the proportional (percentage) basis as specified in Appendix PRICING and at rates specified in Section 23 of FCC Tariff No. 73.

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

This Section 4 provides the terms and conditions for the exchange of traffic between Carrier's network and SWBT's network for switched access to/from IXCs, thus enabling

Carrier end users to access (or be accessible to) IXC's for the transmission and routing of interMTA and interLATA calls.

4.1 General

4.1.1 Carrier may order Equal Access Trunks in order to provide for access to/from IXC's through SWBT's network. Equal Access Trunks shall be used solely for the transmission and routing of Exchange Access to allow Carrier's end users to access (or be accessible to) IXC's, and shall not be used by Carrier for any other purpose.

4.1.2 For as long as SWBT may require, Carrier shall provide SWBT the appropriate call data to allow SWBT to bill IXC's for Originating Access (as defined below). Such data shall be provided in a form mutually agreed to by the Parties. SWBT shall notify Carrier in writing when it no longer requires Carrier to provide such data.

4.2 Access Charges

4.2.1 When Applicable

Carrier shall pay SWBT Switched Access charges (including Carrier Common Line, Local Switching, and Transport) for any and all traffic which crosses an MTA boundary (as defined by the cell site/base station at which the call originates or terminates and the SWBT end user's serving wire center to which the call originates or terminates). Switched Access charges are specified in Appendix PRICING.

Both Parties recognize that legislative and regulatory activities may impact the rate, terms and conditions associated with Switched Access services. The Parties agree that any rate changes associated with Switched Access services will flow through to the InterMTA rates specified in Appendix PRICING.

4.2.2 InterMTA Factor

The Parties have agreed upon the interMTA factor specified in Appendix PRICING, which represents the percent of total minutes to be billed access charges. Carrier represents that the factor is based on a reasonable traffic study conducted by Carrier, and shall make such study available to SWBT upon request. Six months after the effective date of this Agreement, and every 12 months thereafter, Carrier shall conduct a study (available to SWBT on request) to ensure the Parties are using an accurate interMTA factor.

The Parties agree that if the percent of land to mobile interMTA traffic is less than 3 percent of the land to mobile traffic, then such traffic will be deemed as diminimus and the land to mobile factor will be set a 0%.

4.2.3 Examples

Following are two examples of traffic for which Carrier shall be required to pay access charges. They are examples only and in no way shall be deemed limiting or exhaustive of the applicability of access charges under this Agreement.

4.2.3.1 When a SWBT end user calls a Carrier end user (a land to mobile call), SWBT delivers the call to Carrier, and Carrier transports the call across MTA boundaries (either directly or through an IXC), access charges shall apply to Carrier ("Originating Access").

4.2.3.2 When a Carrier end user calls a SWBT end user (a mobile to land call), the call crosses MTA boundaries, and Carrier transports the call across MTA boundaries, access charges shall apply to Carrier ("Terminating Access").

4.2.4 Limitation

If traffic is handed from SWBT directly to an IXC, from Carrier to IXC via equal access trunks, or from an IXC directly to SWBT, access charges shall not apply to Carrier.

5. TRANSMISSION AND ROUTING OF OTHER TYPES OF TRAFFIC

This Section 5 provides the terms for the exchange of 800/888 traffic, 911/E911 traffic, and Directory Assistance traffic from an end user on Carrier's network to SWBT's network.

5.1 800/888 Traffic

5.1.1 Carrier may order from SWBT Miscellaneous Facilities in order to deliver 800/888 Traffic from a Carrier end user to SWBT's network. Such Miscellaneous Facilities shall be used solely for the transmission and routing of 800/888 traffic to allow Carrier's end users to send calls to SWBT for completion to IXCs, LECs other than SWBT, or SWBT.

5.1.2 Charges for Miscellaneous Facilities are specified in Section 7 of the applicable interstate or intrastate Special Access Tariffs. Additional charges for services provided on Miscellaneous Facilities may also apply, including, without limitation, charges for directory assistance services and transport as well as other operator services.

5.2 E911/911 Traffic

With respect to all matters relating to E911/911 traffic, the Parties shall: (i) continue to handle such services as they do today; and (ii) work together to meet any and all applicable requirements mandated under law, including tariffs, and rules and regulations of the FCC. The Parties acknowledges and agrees that as applicable requirements are met and implemented, additional charges for E911/911 traffic may apply and shall in no way delay implementation of such requirements.

5.3 Directory Assistance

5.3.1 Directory Assistance Service

5.3.1.1 SWBT may provide Directory Assistance ("DA") service from directory assistance locations to Carrier's premises. SWBT DA service is provided when Carrier's customers reach a SWBT DA position.

5.3.1.2 DA calls will be completed over Type 1 end office connections for NPAs served within the LATA. For NPA 555-1212 calls, Carrier may pass those to IXCS over equal access trunks.

5.3.1.3 Carrier may combine DA calls over existing Type 1 connecting circuits or may complete DA calls over a Miscellaneous Facilities group.

5.3.1.4 Rates listed in Appendix PRICING shall apply.

5.3.2 DA Call Completion

5.3.2.1 General

5.3.2.1.1 DA Call Completion ("DACC") is a service that provides Carrier's customers the option of having their local or intraLATA calls completed when requesting a telephone listing from a SWBT DA operator.

5.3.2.1.2 DACC is available when Carrier has elected to receive the service and has ordered the required dedicated operator service circuits to each of the DA locations within the LATA. DACC, when billed to Carrier, is only available on a fully automated basis.

5.3.2.1.3 In addition to the appropriate charges for DA and DACC, terminating usage charges, rated as Type 2A service, apply for all calls completed using DACC.

5.3.2.1.4 DACC is available under three billing applications, specified in the next three sections: multiple rate option, single rate option and alternate billing.

5.3.2.2 Multiple Rate Option

5.3.2.2.1 Under the multiple rate option, Carrier is billed individually for DA and DACC when provided.

5.3.2.2.2 If Carrier chooses the multiple rate option, a seven digit Automatic Number Identification ("ANI") field following the called number is required from Carrier as prescribed in SWBT publication DACC Technical Requirements for Cellular Providers.

5.3.2.2.3 Carrier has the option of providing customer specific ANI for the purpose of directly billing for DACC or providing Carrier's billing number in the ANI field.

5.3.2.3 Single Rate Option

With a single rate option, Carrier is charged a single fixed rate for the DA and DACC portion of a DA call. This rate applies for all DA calls including those where DACC was not requested by Carrier's customer.

5.3.2.4 Alternate Billing

5.3.2.4.1 Carrier's customer has the option of billing the DACC charge as a credit card, third number or collect call under alternate billing. Alternate billing is only available when Carrier has advised SWBT of its intent to allow alternate billing of DACC.

5.3.2.4.2 Alternate billing of DACC is available in conjunction with existing DA and the DACC Multiple Rate Option. Alternate billing will not be provided with the Single Rate Option.

5.3.2.4.3 When an unauthorized alternate billing request for DACC is received, Carrier's customer will be advised of the unavailability of alternately billed DACC and to contact Carrier for further assistance in completing the call.

5.3.2.5 Manner of Provisioning

5.3.2.5.1 Operator Service Circuits: When Carrier requests DACC service, both DA and DACC services are provided over a

dedicated trunk group from each Carrier MSC to the SWBT DA switch in the LATA. A separate trunk group is required for each NPA served by the SWBT DA switch in the LATA.

5.3.2.5.2 Billing Information Tape: When Carrier chooses the multiple rate option, billing information tapes ("BIT") will be automatically provided on a daily basis detailing the call information associated with the ANI provided by Carrier. Carrier has the option of receiving the call information via a data circuit as detailed in section 5.3.2.5.3. The charge for BIT is listed in Appendix PRICING.

5.3.2.5.3 Electronic Data Transmission: Electronic Data Transmission ("EDT") provides Carrier the option of receiving detailed call information via a data circuit instead of the daily BIT. The EDT data circuit is established between SWBT's data center and Carrier's premises of choice. The type EDT data circuit required is dependent upon the volume of billing information and the type terminating equipment provided by Carrier at its premises. While there is no charge for EDT, Carrier is responsible for the data circuit charges.

5.3.2.6 Rate Regulations

5.3.2.6.1 Type 2A usage charges for DACC service are found in Appendix PRICING and are rated from the Type 2A SWC. If Carrier does not have Type 2A service, usage charges are rated from the SWBT end user to the Type 1 end office designated by Carrier.

5.3.2.6.2 Under the multiple rate option, the DA rates found in Appendix PRICING apply in addition to the multiple rate option charge in Appendix PRICING.

5.3.2.6.3 DACC and associated usage are charged only upon completion of calls under the multiple rate option. DA charges always apply for calls placed to a DA position.

5.3.2.6.4 Under the single rate option, the DA charges listed in Appendix PRICING apply to all calls placed to a DA position including those calls where DACC was not requested by Carrier's customer. The associated usage charges only apply when a call has been completed.

5.3.2.6.5 When Carrier's customer elects to alternately bill DACC, Carrier will be charged for the completed DA call from

Appendix PRICING and Carrier's customer will be charged the appropriate DACC rate from Section 11 of the General Exchange Tariff.

- 5.3.2.6.6 When an alternately billed DACC call is completed outside a local calling area, Carrier's customer will be billed the applicable rates from Section 2 of the Long Distance Message Telecommunications Service Tariff in addition to the DACC charges.

5.4 Operator Services

Operator Service ("OS") calls will be limited to 0+ or 0- calls on a sent paid basis only. The term "sent paid" means that all calls must be paid for by Carrier's end user at the time the call is placed. This can be accomplished by using a telecommunications credit card, placing the call collect or billing the call to a third number. No charges are incurred by Carrier. Sent paid calls can be completed as follows:

- 5.4.1 Fully Automated: when Carrier's end user dials zero (0) plus a seven or ten digit telephone number and the call is completed without the assistance of a SWBT operator.
- 5.4.2 Semi-Automated: when Carrier's end user dials zero (0) plus a seven or ten digit telephone number and the call is completed with assistance of a SWBT operator.
- 5.4.3 Manual: when Carrier's end user dials zero (0) only, then places a call with the assistance of a SWBT operator.

5.5 Area Wide Calling Plan

Area Wide Calling Plan (AWCP) is an optional reverse billing arrangement which may be requested by Carrier. This optional service permits SWBT's end user to call certain Carrier's end users from any location within the LATA without incurring an additional charge, i.e., no "toll" charges are applied to the SWBT's end user.

- 5.5.1 Subscribing to the AWCP, Carrier agrees to incur a per minute of use charge for all land to mobile calls, which terminate outside of the local calling scope of the SWBT local exchange, as defined by the Intrastate Local Exchange Tariff, serving the SWBT end user who originated the call.
- 5.5.2 The charges for this service are as specified in Appendix PRICING. Mileage charges shall be calculated or measured using the V & H Coordinates Method. Mileage will be determined by calculating the airline distance from the calling party's end office to the Carrier point of interconnection.

5.5.3 AWCP will be provisioned using a SWBT provided dedicated one-way land to mobile Type 2A connecting facility group established solely for the completion of AWCP calls. AWCP will only be provisioned utilizing a NXX code dedicated to this service.

5.5.4 No AWCP usage charges will apply for calls which originate and terminate within the local calling scope of the SWBT local exchange where Carrier and SWBT interconnect for the provisioning of this service.

5.5.5 Carrier agrees not to charge SWBT for transport and termination of any call associated with an AWCP, when the call is terminated outside of the local calling scope of the SWBT local exchange serving the SWBT end user who originated the call.

6. ADDITIONAL ORDERING AND BILLING PROVISIONS

6.1 Ordering

6.1.1 Unless otherwise provided for in this Agreement, this provision shall apply for the ordering of interconnection herein. Each Party shall be responsible for ordering from the other any interconnection or other facilities as specified in this Agreement. The Parties shall mutually agree upon the format for any orders and any required codes or other information that must be included in any particular order. Subject to the paragraph immediately below, orders shall be processed as follows: after the receipt of a request, a Party shall notify the ordering Party, in a timely manner and in agreement with published intervals, of any additional information it may require to determine whether it is technically feasible to meet the request. Within 45 days of its receipt of said information, the Party shall notify the ordering Party ("Notification") if the request is technically feasible. If the request is technically feasible, the Party shall activate the order as mutually agreed to by the Parties after notification (the "Activation Date").

6.1.2 Special Requests

6.1.2.1 If either Party requires interconnection at a location not listed in Appendix DCO, then it shall submit a Special Request in writing to the other Party specifying (i) the point of interconnection, (ii) an estimated activation date, and (iii) a forecast of intended use. Within 20 days of its receipt of the ordering Party's request (the "Request Date"), the providing Party shall notify the ordering Party of any additional information it may require to determine whether it is technically feasible to meet the request. Within 60 days of its receipt of said information (or 60 days from the Request Date if the providing Party does not ask for additional information), the providing Party shall notify the ordering Party ("Notification") if its request is

technically feasible. If the request is technically feasible, the providing Party shall activate the interconnection at any time 15 days after Notification (the "Activation Date") as specified by the ordering Party. Upon activation the Parties shall be deemed to have amended Appendix DCO to include the added location. Special Requests for interconnection locations not listed in Appendix DCO may involve additional charges.

6.1.2.2 The Parties recognize that Special Requests may be made of a Party pursuant to section 3.3.3. herein." The providing Party shall have 75 days to notify the ordering Party ("Special Notification") if the ordering Party's Special Request, in the providing Party's sole discretion, will be fulfilled and what the cost of fulfilling such request will be. If the Special Request will be fulfilled, the providing Party shall activate the order at a time agreed to by the Parties.

6.1.2.3 An ordering Party may cancel a Special Request at any time, but will pay the providing Party's reasonable and demonstrable costs of processing and/or implementing the Special Request up to the date of cancellation.

6.2 Billing

6.2.1 Each Party shall deliver monthly settlement statements for terminating the other Party's traffic based on a mutually agreed schedule. Each Party will record its terminating minutes of use including identification of the originating and terminating CLLI Code for all intercompany calls. Bills rendered by either Party shall be paid by the next bill date.

6.2.2 Late Charges

Bills will be considered past due if not paid by the next bill date, and are payable in immediately available funds.

If the entire amount billed, exclusive of any amount disputed, 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 the lesser of:

The highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily and applied for each month or portion thereof that an outstanding balance remains; or

0.000590, compounded daily and applied for each month or portion thereof that an outstanding balance remains.

6.3 Miscellaneous Nonrecurring Charges

6.3.1 Maintenance of Service Charge

When Carrier reports trouble to SWBT for clearance and no trouble is found in SWBT's network, the Carrier shall be responsible for payment of a Maintenance of Service Charge for the period of time when SWBT personnel are dispatched. In the event of an intermittent service problem that is eventually found to be in SWBT's network, Carrier shall receive a credit for any Maintenance of Service Charges applied in conjunction with this service problem.

If the carrier reports trouble to SWBT for clearance and SWBT personnel are not allowed access to the Carrier's premise, the Maintenance of Service Charge will apply for the time that SWBT personnel are dispatched; provided that SWBT and Carrier have arranged a specific time for the service visit.

6.3.2 Additional Engineering Charges

Additional Engineering charges will be billed to the Carrier when SWBT incurs engineering time to customize the Carrier's service at the Carrier's request.

6.3.3 Additional Labor Charges

Additional labor will be charged when SWBT install facilities outside of normally scheduled working hours at the customers request. Additional labor also includes all time in excess of one-half (1/2) hour during which SWBT personnel stand by to make installation acceptance test or cooperative test with a Carrier to verify facility repair on a given service.

6.3.4 Access Order Charge

An Access Order charge applies whenever Carrier requests installation, addition, rearrangement, change or move of the interconnection services associated with this agreement.

6.3.5 Design Change Charge

A Design Change Charge applies when SWBT personnel review Carrier's interconnection service to determine what changes in the design of the service are required as a result of request(s) by the Carrier. SWBT will notify Carrier when the Design Change Charge would apply.

6.3.6 Service Date Change Charge

The Service Date Change Charge applies when the Carrier requests a change in the date of installation or rearrangement of interconnection service. The customer may request changes provided that the new date is no more than 45 calendar days

beyond the original service date unless the requested changes are associated with an order which has been designated as a "special project". If a change or rearrangement of interconnection is necessary beyond 45 days, then the order must be canceled and reordered.

6.3.7 Access Customer Name and Address (ACNA), Billing Account Number (BAN) and Circuit Identification Change Charges

These charges apply whenever the Carrier requests changes in their ACNA, their BAN number or their Circuit Ids, respectively.

6.3.8 Supercedure

This charge also applies when Carrier assumes the license of and incorporates the interconnection services provided to another Carrier into Carrier's account.

7. **NETWORK MAINTENANCE AND MANAGEMENT**

The Parties will work cooperatively to install and maintain a reliable network. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government, etc.) to achieve this desired reliability, subject to the confidentiality provisions herein.

7.1 **Network Management Controls**

7.1.1 Each Party shall provide a 24-hour contact number for network traffic management issues to the other's surveillance management center. A FAX number must also be provided to facilitate notifications for planned mass calling events. Each Party agrees, at a minimum, to maintain the network traffic management controls capabilities set forth in SWBT's Wireless Interconnection Handbook, a copy of which has been provided to Carrier. Carrier acknowledges that the Handbook may be amended by SWBT from time to time.

7.1.2 Neither Party will use any service provided under this Agreement in a manner that impairs the quality of service to other carriers or to either Party's subscribers. Either Party will provide the other Party notice of said impairment at the earliest practicable time.

7.1.3 Carrier's use of any SWBT facilities, or of its own equipment or that of a third party in conjunction with any SWBT facilities, shall not materially interfere with or impair service over any facilities of SWBT, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carrier over their facilities or create hazards to the employees of any of them or the public. Upon reasonable

written notice and opportunity to cure, SWBT may discontinue or refuse service if Carrier violates this provision, provided that such termination of service will be limited to Carrier's use of a facility, where appropriate.

7.2 Law Enforcement and Civil Process

SWBT and Carrier shall handle law enforcement requests as follows:

- 7.2.1 Intercept Devices: Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with a customer of the other Party, it shall refer such request to the Party that serves such customer, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's facilities, in which case that Party shall comply with any valid request.
- 7.2.2 Subpoenas: If a Party receives a subpoena for information concerning an end user the Party knows to be an end user of the other Party it shall refer the subpoena back to the requesting Party with an indication that the other Party is the responsible company, unless the subpoena requests records for a period of time during which the Party was the end user's service provider, in which case the Party will respond to any valid request.
- 7.2.3 Law Enforcement Emergencies: If a Party receives a request from a law enforcement agency for a temporary number change, temporary disconnect or one way denial of outbound calls for an end user of the other Party by the receiving Party's switch, that Party will comply with any valid emergency request. However, neither Party shall be held liable for any claims or damages arising from compliance with such requests on behalf of the other Party's end user and the Party serving such end user agrees to indemnify and hold the other Party harmless against any and all such claims.

8. NUMBERING ISSUES

8.1 Access to Numbering Resources

Carrier shall have access to numbering resources in the same fashion as they are provided to other Telecommunications Carriers. Carrier may either pay SWBT the sum of \$110 per NXX in exchange for SWBT's input of required data necessary to update the Local Exchange Routing Guide ("LERG") on Carrier's behalf, or Carrier may perform its own LERG updates at its own cost. SWBT shall not be liable for any losses or damages arising out of errors, defects, or failures associated with the input of Carrier's data into the LERG other than direct damages; provided, however, that Carrier's direct damages shall not exceed the amount of the charges paid to SWBT by Carrier for LERG input under this Agreement. Carrier agrees to defend, indemnify and hold harmless SWBT from any and

all losses, damages, or other liabilities, including attorneys' fees, that it may incur as a result of claims, demands, or other suits brought by any party that may arise out of the data submitted and/or the input of that data into the LERG by SWBT. Carrier shall defend against all end user claims just as if Carrier had performed its own input into the LERG.

8.2 Local Dialing Parity

SWBT agrees that local dialing parity will be available to Carrier in accordance with the Act.

8.3 IntraLATA Toll Dialing Parity

SWBT agrees to make intraLATA toll dialing parity available in accordance with Section 271(e) of the Act.

9. VERIFICATION REVIEWS

- 9.1 Each Party will be responsible for the accuracy and quality of its data as submitted to the other Party. Upon reasonable written notice, each Party or its authorized representative (providing such authorized representative does not have a conflict of interest related to other matters before one of the Parties) shall have the right to conduct a review and verification of the other Party to give assurances of compliance with the provisions of this Agreement. This includes on-site verification reviews at the other Party's or the Party's vendor locations.
- 9.2 After the initial year of this Agreement verification reviews will normally be conducted on an annual basis with provision for staged reviews, as mutually agreed, so that all subject matters are not required to be reviewed at the same time. Follow up reviews will be permitted on a reasonable time schedule between annual reviews where significant deviations are found. During the initial year of the Agreement more frequent reviews may occur.
- 9.3 The review will consist of an examination and verification of data involving records, systems, procedures and other information related to the services performed by either Party as related to settlement charges or payments made in connection with this Agreement as determined by either Party to be reasonably required. Each Party, whether or not in connection with an on-site verification review, shall maintain reasonable records for a minimum of twelve (12) months and provide the other Party with reasonable access to such information as is necessary to determine amounts receivable or payable under this Agreement.
- 9.4 The Parties' right to access information for verification review purposes is limited to data not in excess of twelve (12) months in age. Once specific data has been reviewed and verified, it is unavailable for future reviews. Any items not reconciled at the end of a review will, however, be subject to a follow-up review effort. Any retroactive adjustments

required subsequent to previously reviewed and verified data will also be subject to follow-up review. Information of either Party involved with a verification review shall be subject to the confidentiality provisions of this Agreement.

- 9.5 The Party requesting a verification review shall fully bear its costs associated with conducting a review. The Party being reviewed will provide access to required information, as outlined in this section, at no charge to the reviewing Party. Should the reviewing Party request information or assistance beyond that reasonably required to conduct such a review, the Party being reviewed may, at its option, decline to comply with such request or may bill actual costs incurred in complying subsequent to the concurrence of the reviewing Party.

10. LIABILITY AND INDEMNIFICATION

- 10.1 With respect to any claim or suit for damages arising out of mistakes, omissions, defects in transmission, interruptions, failures, delays or errors occurring in the course of furnishing any service hereunder, the liability of the Party furnishing the affected service, if any, shall not exceed an amount equivalent to the proportionate charge to the other Party for the period of that particular service during which such mistake, omission, defect in transmission, interruption, failures, delay or error occurs and continues; provided, however, that any such mistakes, omissions, defects in transmission, interruptions, failures, delays, or errors which are caused or contributed to by the negligence or willful act of a Party or which arise from the use of that Party's facilities or equipment shall not result in the imposition of any liability whatsoever upon the Party furnishing service.

10.2 NO CONSEQUENTIAL DAMAGES

NEITHER SWBT NOR CARRIER SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTIES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTIES), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY RELEASES THE OTHER PARTY (AND SUCH OTHER PARTY'S SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS) FROM ANY SUCH CLAIM. NOTHING CONTAINED IN THIS SECTION WILL LIMIT SWBT'S OR CARRIER'S LIABILITY TO THE OTHER FOR (i) WILLFUL OR INTENTIONAL MISCONDUCT (INCLUDING GROSS NEGLIGENCE); (ii) BODILY INJURY, DEATH, OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY TO THE EXTENT PROXIMATELY CAUSED BY SWBT OR CARRIER'S NEGLIGENT ACT OR OMISSION OR THAT OF THEIR RESPECTIVE AGENTS, SUBCONTRACTORS

OR EMPLOYEES, NOR WILL ANYTHING CONTAINED IN THIS SECTION LIMIT THE PARTIES' INDEMNIFICATION OBLIGATIONS, AS SPECIFIED HEREIN.

- 10.3 Either Party's failure to provide or maintain service under this Agreement shall be excused by labor difficulties, government orders, civil commotion, acts of God and other circumstances beyond that Party's reasonable control, subject to any applicable interruption allowance provisions of this Agreement.
- 10.4 The Parties agree to release, defend, indemnify, and hold harmless the other Party from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly or indirectly, by the other Party's employees and equipment associated with the provision of any service herein. This provision includes but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used in connection with any services herein.
- 10.5 When the lines or services of other companies and carriers are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or carriers.

10.6 OSHA Requirements

The Parties agree to abide by and to undertake the duty of compliance on behalf of the other Party with all federal, state and local laws, safety and health regulations relating to one Party's activities at the other Party's facilities, and to indemnify and hold the other Party harmless for any judgments, citations, fines, or other penalties which are assessed against such Party as the result solely of the first Party's failure to comply with any of the foregoing.

11. CONFIDENTIALITY AND PROPRIETARY INFORMATION

- 11.1 For the purposes of this Agreement, confidential information ("Confidential Information") means confidential or proprietary technical or business information given by one Party (the "Discloser") to the other (the "Recipient"). All information which is disclosed by one Party to the other in connection with this Agreement, during negotiations and the term of this Agreement will automatically be deemed proprietary to the Discloser and subject to this Section 11, unless otherwise confirmed in writing by the Discloser. The Recipient agrees (i) to use Confidential Information only for the purpose of performing under this Agreement, (ii) to hold it in confidence and disclose it to no one other than its employees having a need to know for the purpose of performing under this Agreement, and (iii) to safeguard it from unauthorized use or disclosure using at least the same degree of care with which the Recipient safeguards its own Confidential Information. If the Recipient wishes to disclose the Discloser's Confidential Information to a third-party agent or consultant, such disclosure must be agreed to in writing by the Discloser, and the agent or consultant must have executed a written agreement of nondisclosure and nonuse comparable in scope to the terms of this section.

- 11.2 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies will be subject to the same restrictions and protections as the original and will bear the same copyright and proprietary rights notices as are contained on the original.
- 11.3 The Recipient agrees to return all Confidential Information in tangible form received from the Discloser, including any copies made by the Recipient, within thirty (30) days after a written request is delivered to the Recipient, or to destroy all such Confidential Information if directed to so by Discloser except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement; the Recipient shall certify destruction by written letter to the Discloser. If either Party loses or makes an unauthorized disclosure of the other Party's Confidential Information, it will notify such other Party immediately and use its best efforts to retrieve the lost or wrongfully disclosed information.
- 11.4 The Recipient shall have no obligation to safeguard Confidential Information: (i) which was in the possession of the Recipient free of restriction prior to its receipt from the Discloser; (ii) after it becomes publicly known or available through no breach of this Agreement by the Recipient; (iii) after it is rightfully acquired by the Recipient free of restrictions on its disclosure; or (iv) after it is independently developed by personnel of the Recipient to whom the Discloser's Confidential Information had not been previously disclosed. In addition, either Party will have the right to disclose Confidential Information to any mediator, arbitrator, state or federal regulatory body, or a court in the conduct of any mediation, arbitration or approval of this Agreement, so long as, in the absence of an applicable protective order, the Discloser has been previously notified by the Recipient in time sufficient for the Recipient to undertake all lawful measures to avoid disclosing such information and for Discloser to have reasonable time to seek or negotiate a protective order before or with any applicable mediator, arbitrator, state or regulatory body or a court.
- 11.5 The Parties recognize that an individual end user may simultaneously seek to become or be a customer of both Parties. Nothing in this Agreement is intended to limit the ability of either Party to use customer specific information lawfully obtained from end users or sources other than the Discloser.
- 11.6 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination.
- 11.7 No license is hereby granted under any patent, trademark, or copyright, nor is any such license implied solely by virtue of the disclosure of any Confidential Information.
- 11.8 Each Party agrees that the Discloser may be irreparably injured by a disclosure in breach of this Agreement by the Recipient or its representatives and the Discloser will be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach or threatened breach of the confidentiality provisions of this Agreement. Such

remedies will not be deemed to be the exclusive remedies for a breach of this Agreement, but will be in addition to all other remedies available at law or in equity.

12. PUBLICITY

- 12.1 The Parties agree not to use in any advertising or sales promotion, press release or other publicity matter any endorsement, direct or indirect quote, or picture implying endorsement by the other Party or any of its employees without such Party's prior written approval. The Parties will submit to each other for written approval, and obtain such approval, prior to publication, all publicity matters that mention or display one another's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied.
- 12.2 Neither Party will offer any services using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of the other Party or its affiliates without the other Party's written authorization.

13. DISPUTE RESOLUTION

13.1 Finality of Disputes

No claims shall be brought for disputes arising from this Agreement more than twenty-four (24) months from the date of occurrence which gives rise to the dispute, or the applicable statute of limitations, whichever is shorter.

13.2 Alternative to Litigation

The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedure as their sole remedy with respect to any controversy or claim of \$25,000 or less, arising out of or relating to this Agreement or its breach.

13.2.1 Resolution of Disputes Between Parties to the Agreement

At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of settlement are exempt from discovery and production and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all

Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

13.2.2 Arbitration

13.2.2.1 If the negotiations do not resolve the dispute within sixty (60) days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A Party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each Party may submit in writing to a Party, and that Party shall so respond, to a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following: interrogatories; demands to produce documents; requests for admission.

13.2.2.2 Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within sixty (60) days of the demand for arbitration. The arbitration shall be held in the city where this Agreement was executed by SWBT. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties shall submit written briefs five days before the hearing. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The arbitrator has no authority to order punitive or consequential damages. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

13.2.3 Costs

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

14. **INTERVENING LAW**

14.1 This Agreement is entered into as a result of private negotiation between the Parties, acting pursuant to the Act, and/or other applicable state laws or Commission rulings. If the actions of state or federal legislative bodies, courts, or regulatory agencies of competent jurisdiction invalidate, modify, or stay the enforcement of laws or regulations that were the basis for a provision of the contract required by the Arbitration Award

approved by the PUC, the affected provision will be invalidated, modified, or stayed as required by action of the legislative body, court, or regulatory agency. In such event, the Parties shall expend diligent efforts to arrive at an agreement respecting the modifications to the Agreement required. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions will be resolved pursuant to the dispute resolution process provided for in this Agreement.

- 14.2 In the event a court or regulatory agency of competent jurisdiction should determine that modifications of this Agreement are required to bring the services being provided hereunder into compliance with the Act, the affected Party shall promptly give the other Party written notice of the modifications deemed required. Upon delivery of such notice, the Parties shall expend diligent efforts to arrive at an agreement respecting such modifications required, and if the Parties are unable to arrive at such agreement within sixty (60) days after such notice, either Party may invoke the dispute resolution process set forth in this Agreement.

15. **SECTION 252 (i) AVAILABILITY TO OTHER TELECOMMUNICATIONS CARRIER AGREEMENTS**

If SWBT enters into an agreement approved by the Commission providing for Interconnection and Reciprocal Compensation with another Wireless Telecommunications Carrier in the State of Missouri (a "Third Party Agreement"), then Carrier shall have the option to avail itself of the terms and conditions of the Third Party Agreement in its entirety, without picking and choosing less than all of the provisions of the Third Party Agreement. Carrier acknowledges that other agreements are or will be on file with the Commission and that such agreements are available to the public. If Carrier desires to avail itself of a Third Party Agreement, it shall provide SWBT written notice of such desire, and the Parties shall be deemed to have adopted the Third Party Agreement, in place of this Agreement, upon SWBT's receipt of Carrier's notice; provided, however, that Carrier may not avail itself of any Third Party Agreement if SWBT demonstrates to the Commission that SWBT would incur greater cost to provide Carrier the Third Party Agreement than SWBT incurs to provide such arrangements to the third party that is party to the Third Party Agreement. The Parties agree to make arrangements to pay one another retroactively based upon the adopted Third Party Agreement for the period from the effective date of the adopted agreement to the date on which both Parties can implement changes in their respective billing systems or arrangements. The Parties agree that the implementation of changes to billing systems or arrangements will not exceed sixty (60) days from receipt of Carrier's notice by SWBT.

16. **ACCESS TO RIGHTS OF WAY**

The provisions concerning Carrier's access to and use of space on or within a pole, duct, conduit, or right-of-way owned or controlled by SWBT are set forth in Appendix POLES, CONDUIT, AND ROW to be negotiated and entered into by the Parties after the

execution of this Agreement. At such time, the Appendix shall be deemed incorporated into and part of this Agreement. The Parties agree that the Appendix POLES, CONDUIT, AND ROW will be developed with 30 day of the effective date of this Agreement.

17. CERTIFICATION REQUIREMENTS

Carrier warrants that it has obtained all necessary jurisdictional certification required in those jurisdictions in which Carrier has ordered services pursuant to this Agreement. Upon request by any governmental entity, Carrier shall provide proof of certification to SWBT.

18. MISCELLANEOUS PROVISIONS

18.1 Effective Date

The Parties shall effectuate all the terms of this Agreement as of April 1, 1997 in conjunction with final approval of this Agreement by the relevant state Commission when it has determined that this Agreement is in compliance with Section 252 of the Act; provided, however, the Parties agree to make arrangements to pay one another for the period from April 1, 1997 to the date on which both Parties can implement changes in their respective billing systems or arrangements. The Parties agree that the implementation of changes to billing systems or arrangements will not exceed sixty (60) days.

18.2 Term and Termination

18.2.1 SWBT and Carrier agree to interconnect pursuant to the terms defined in this Agreement for a term of one year from the effective date of this Agreement, and thereafter the Agreement shall continue in force and effect unless and until terminated as provided herein. Either Party may terminate this Agreement by providing written notice of termination to the other Party, such written notice to be provided at least sixty (60) days in advance of the date of termination; provided, however, that no such termination shall be effective prior to the date one year from the Effective Date of this Agreement. By mutual agreement, SWBT and Carrier may amend this Agreement in writing to modify its terms.

18.2.2 Either Party may terminate this Agreement upon thirty (30) days written notice of a material breach of this Agreement by the other Party to this Agreement, which material breach remains uncured for thirty (30) day period after written notice of the material breach by the non-breaching Party to the breaching Party.

18.3 Binding Effect

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

18.4 Assignment

Neither Party may assign, subcontract, or otherwise transfer its rights or obligations under this Agreement except under such terms and conditions as are mutually acceptable to the other Party and with such Party's prior written consent, which consent shall not be unreasonably withheld; provided that SWBT may assign its rights and delegate its benefits, and delegate its duties and obligations under this Agreement without the consent of Carrier to a 100 per cent owned affiliate of SWBT. Nothing in this section is intended to impair the right of either Party to utilize subcontractors.

18.5 Third Party Beneficiaries

This Agreement shall not provide any non-party with any remedy, claim, cause of action or other right.

18.6 Force Majeure

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

18.7 DISCLAIMER OF WARRANTIES

SWBT MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES PROVIDED HEREUNDER. ADDITIONALLY, SWBT ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY CARRIER WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

18.8 Survival of Obligations

Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a Party under the provisions regarding indemnification, Confidential Information, limitations on liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, will survive cancellation or termination thereof.

18.9 Waiver

The failure of either Party to enforce or insist that the other Party comply with the terms or conditions of this Agreement, or the waiver by either Party in a particular instance of any of the terms or conditions of this Agreement, shall not be construed as a general waiver or relinquishment of the terms and conditions, but this Agreement shall be and remain at all times in full force and effect.

18.10 Trademarks and Trade Names

Nothing in this Agreement will grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever, absent written consent of the other Party.

18.11 Taxes

Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. Purchasing Party may be exempted from certain taxes if purchasing Party provides proper documentation, e.g., reseller certificate, from the appropriate taxing authority.

18.12 Relationship of the Parties

This Agreement shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party shall have any authority to bind the other or to act as an agent for the other unless written authority, separate from this Agreement, is provided. Nothing in the Agreement shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein shall be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

18.13 Services

Each Party is solely responsible for the services it provides to its end users and to other Telecommunications Carriers.

18.14 Notices

In an event any notices are required to be sent under the terms of this Agreement, they shall be sent by registered mail, return receipt requested to:

To SWBT:

Director-Access Product Mgt.
One Bell Center, Rm. 7-Z-1
St. Louis, MO 63101

To Carrier:

Director Technical Services
Director Finance and Administration
CMT Partners
10895 Lowell
Overland Park, Kansas 66201

24 Hour Network Management Contact:

For SWBT:

314-923-9659
314-923-9899
800-662-2163

For Carrier:

913-696-5960

18.15 Expenses

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

18.16 Headings

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

18.17 Governing Law

The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties will be governed by the laws of the State of Missouri, except insofar as federal law may control any aspect of this Agreement,

in which case federal law will govern. The Parties submit to personal jurisdiction in Jackson County, Missouri and waive any and all objections to such venue.

18.18 Multiple Counterparts

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

18.19 Complete Terms

This Agreement together with its appendices and exhibits constitutes the entire agreement between the Parties and supersedes all prior discussions, representations or oral understandings reached between the Parties. Appendices and exhibits referred to herein are deemed attached hereto and incorporated by reference. Neither Party shall be bound by any amendment, modification or additional terms unless it is reduced to writing signed by an authorized representative of the Party sought to be bound.

If this Agreement is acceptable to Carrier and SWBT, both Parties will sign in the space provided below. This Agreement shall not bind Carrier and SWBT until executed by both parties.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION AGREEMENT.

Sign: JAH

Sign: [Signature]

Jeffrey A. Harkman
Print Name:

STEPHEN M. CARTER
Print Name:

Vice-President + General Manager
Position/Title
CMT Partners

Vice President & General Manager
Position/Title
Southwestern Bell Telephone Company

3-31-97
Date:

4-2-97
Date:

APPENDIX GSA

(LICENSED GEOGRAPHIC SERVICE AREAS) FOR CELLULARONE

<u>Market Name</u>	<u>Counties in GSA</u>	<u>CLLI Code</u>
Kansas City, MO. & KS.	Jackson, MO. Ray, MO. Platte, MO. Clay, MO. Cass, MO. Johnson, KS. Wyandotte, KS.	KSCYMO55DS0 MSSNKSABWMC
St. Joseph, MO.	Buchanan, MO. Andrew, MO.	STJSMOAG1MD
Lawrence, KS.	Douglas, KS.	LWRNKSKU1MD
Topeka, KS.	Shawnee, KS. Osage, KS. Jefferson, KS.	TPKAKSJS1MD
Wichita, KS.	Sedgwick, KS. Butler, KS.	WCHTKSMU1MD

MISSOURI

APPENDIX PRICING

1.0 Mobile to Land Interconnection Rates

Type 2A	Type 1	Type 2B	Transiting
\$.01	\$.01	\$.004	\$.003

2.0 Land to Mobile Interconnection Rates

All Interconnection Types	Transiting
\$.01	\$.003

3.0 Carrier facilities will be provided at rates, terms, and conditions developed on an individual case basis.

4.0 Shared Facility (1)(2)

4.1	Shared Facility Factor - Carrier	.80
4.2	Shared Facility Factor - SWBT	.20

5.0 Inter MTA Traffic (2)

5.1 Inter MTA Traffic Factor

Land to Mobile: if less than 3% is reported then factor will be set a 0%, if greater than 3% then factor will be actual percentage reported

Mobile to Land: .3%

5.2 Inter MTA Rates (to be paid to SWBT by Carrier on applicable Inter MTA calls)

Land to Mobile (originating)	\$.023971
Mobile to Land (terminating)	\$.023971

- 1 These factors represent the percentage of the facility rate that each Party will pay for each shared connecting facility.
- 2 This is an interim factor agreed to by Carrier and SWBT. This factor is to be verified within six (6) months of the Effective Date of this Agreement.

MISSOURI

APPENDIX PRICING (Continued)

6.0 Directory Assistance

6.1 Directory Assistance Rates

Per Call \$2975

Transport Per Call

0 - 1 mile	\$0028
>1 to 25 miles	\$0060
>25 to 50 miles	\$0222
>50 miles	\$0351

6.2 Directory Assistance Call Completion

6.2.2 Per Completed Call \$20

6.2.3 Operator Service Circuits

In addition to the Per Call Rates, Carrier must establish facilities between the Carrier's MSC and SWBT's TOPS tandem. Prices can be found in Section 7 of the applicable interstate or intrastate Access Services Tariffs.

7.0 Area Wide Calling Plan (AWCP)

7.1 AWCP Rates per MOU

Local Switching \$008480

Local Transport

0 - 1 mile	\$0050
>1 to 25 miles	\$0077
>25 to 50 miles	\$0162
>50 miles	\$0274

Carrier Common Line \$01

7.2 A nonrecurring charge of \$3958.50 applies to arrange a new AWCP NXX Code or to convert an existing NXX Code to an AWCP.

8.0 Signaling System 7 ("SS7") Transport

Rate per million octets \$2.39

MISSOURI

APPENDIX PRICING (Continued)

9.0 Selective Class of Call Screening Per Month Nonrecurring Charge

Per BAN per month	\$40.75	\$370.00
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10.0 Miscellaneous Nonrecurring Charges

Maintenance of Service

Basic Time	1st 1/2 hr. \$ 26.24	Ea. add'l. 1/2 hr. \$ 21.32
Overtime	1st 1/2 hr. \$ 31.65	Ea. add'l. 1/2 hr. \$ 26.73
Premium Time	1st 1/2 hr. \$ 31.65	Ea. add'l. 1/2 hr. \$ 26.73

Access Order Charge	Switched Services	\$ 17.00
	Special Services	\$ 14.00

Design Change	\$ 32.96
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Service Date Change	\$ 14.77
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ACNA Change	\$ 22.00 per trunk group
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CKT ID Change	\$ 22.00 per trunk group
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Additional Engineering

Basic Time	1st 1/2 hr. \$ 34.59	Ea. add'l. 1/2 hr. \$ 24.97
Overtime	1st 1/2 hr. \$ 41.37	Ea. add'l. 1/2 hr. \$ 31.75

Additional Labor Rates

Installation

Basic Time	1st 1/2 hr. \$ 36.35	Ea. add'l. 1/2 hr. \$ 26.73
Overtime	1st 1/2 hr. \$ 41.77	Ea. add'l. 1/2 hr. \$ 32.15

Testing & Mtce.

Basic Time	1st 1/2 hr. \$ 30.93	Ea. add'l. 1/2 hr. \$ 21.23
Overtime	1st 1/2 hr. \$ 36.35	Ea. add'l. 1/2 hr. \$ 26.73

Supersede	Switched Services	\$ 17.00
	Special Services	\$ 14.00

MISSOURI

APPENDIX PRICING (Continued)

10.0 Miscellaneous Nonrecurring Charges (Continued)

Cancellation Charge No. of business days from order application through the order cancellation multiplied by the average daily charge of the service ordered, plus the Access Order Charge.

Rollover Charges A rollover is a Carrier initiated move that involves a change of a Point of Termination from an existing service within the same Carrier premises. The nonrecurring charge associated with the installation of that service applies when Carrier requests a rollover.

Conversion Charge A nonrecurring charge of \$70.00 per end office applies when changing a Type 1 service arrangement to a Type 2A, where retranslations are required.

APPENDIX DCO

This is the DCO Appendix.

This Appendix was created in Excel 5.0.

All Points of Interconnection (POIs) are listed in separate worksheets.

Appendix is available upon request as floppy diskette.

APPENDIX DCO
CELLULARONE POIs

MTSO	CLLI	ADDRESS
MTSO1	KSCYMO55DS0	1425 Oak Street, Kansas City, MO. 64106
MTSO2	MSSNKSABWMC	7000 Squibb, Mission KS. 66202
MTSO3	STJSMOAG1MD	3401 S. 42nd St., St. Joe, MO. 64502
MTSO4	LWRNKSKU1MD	800 S.W. Jackson, Topeka, KS. 66605
MTSO5	TPKAKSJS1MD	801 S.W. Jackson, Topeka, KS. 66605
MTSO6	WCHTKSMU1MD	1516 E. Murdock, Wichita, KS. 67214
MTSO7	ELDOKSAM1MD	1517 E. Murdock, Wichita, KS. 67214

**APPENDIX DCO
SWBT TANDEM POIs**

LATA/SECTOR	VCOORD	HCOORD	CLLI	TYPE
520 - SIKESTON	7099	3220	SKSTMOGR04T	DMS100/200
520 - ST.LOUIS-JEFFERSON	6807	3490	STLSMO0501T	5ESS
520 - ST.LOUIS-LADUE	6818	3517	STLSMO2101T	5ESS
522 - SPRINGFIELD	7311	3833	SPFDMOTL02T	DMS200
524 - CHILLICOTHE	6820	4104	CHLCMOMI06T	DMS100/200
524 - KANSAS CITY	7049	4210	KSCYKSJO07T	DMS100/200
524 - KANSAS CITY	7207	4202	KSCYMO5503T	DMS100/200
524 - KIRKSVILLE	6674	3993	KKVLMOMO10T	DMS100/200
524 - MOBERLY	6817	3899	MBRLMOAM06T	5ESS
524 - ST.JOSEPH	6913	4301	STJSMODN03T	DMS100/200
526 - FAYETTEVILLE	7599	3872	FYVLARHI02T	DMS200
526 - FORT SMITH	7752	3855	FTSMARSU03T	DMS200
528 - JONESBORO	7388	3297	JNBOARMA02T	DMS100/200
528 - LITTLE ROCK	7721	3448	LTRKARFR02T	DMS200
530 - PINEBLUFF	7803	3358	PNBLARJE02T	DMS200
532 - DODGE CITY	7641	4958	DDCYKS0107T	DMS100/200
532 - HUTCHINSON	7453	4644	HTSNKS0207T	DMS100/200
532 - PARSONS	7422	4159	PRSSKSWA07T	DMS100/200
532 - WICHITA	7489	4520	WCHTKSBR07T	DMS200
534 - HAYS	7374	4932	HAYSKS1107T	DMS100/200
534 - SALINA	7275	4656	SALNKSTA07T	DMS100/200
534 - TOPEKA	7110	4379	TPKAKSJA07T	DMS100/200
536 - ALTUS	8230	4611	ALTSOKMA01T	5ESS
536 - ARDMORE	8180	4204	ARMROKMA01T	5ESS
536 - CLINTON	8030	4616	CLTNOKMA02T	DMS100/200
536 - DURANT	8165	4063	DRTNOKMA02T	DMS100/200
536 - ENID	7784	4507	ENIDOKMA02T	5ESS
536 - LAWTON	8178	4454	LWTNOKTB02T	DMS100/200
536 - OKLAHOMA CITY	7946	4372	OKCYOKCE13T	DMS200
538 - BARTLESVILLE	7589	4224	BRVLOKFE01T	DMS100/200
538 - TULSA	7708	4176	TULSOKTB03T	DMS100/200
540 - EL PASO	9231	5655	ELPSTXMA15T	DMS200
542 - MIDLAND	8934	4890	MDLDTXMU15T	DMS200
544 - LUBBOCK	8598	4962	LBCKTXPS15T	DMS100/200
546 - AMARILLO	8266	5075	AMRLTX0215T	DMS100/200
548 - WICHITA FALLS	8323	4412	WCFLTXNI04T	DMS100/200
550 - ABILENE	8698	4513	ABLNTXOR15T	DMS200
552 - DALLAS-RIVERSIDE	8437	4035	DLLSTXRI01T	5ESS
552 - DALLAS-TAYLOR	8432	4033	DLLSTXTA03T	4ESS
552 - FT. WORTH	8479	4123	FTWOTXED03T	DMS200
554 - LONGVIEW	8347	3661	LGWVTXPL03T	DMS200
556 - WACO	8705	3994	WACOTX0115T	DMS200
558 - AUSTIN	9004	3997	AUSTTXGR06T	DMS100/200
560 - HOUSTON	8947	3548	HSTNTX0801T	DMS200
560 - HOUSTON-JACKSON	8943	3540	HSTNTXJA04T	DMS200
560 - HUNTSVILLE	8758	3650	HNVTXHN02T	DMS100/200
560 - NACOGDOCHES	8618	3569	NCGDTXNC02T	DMS100/200
562 - BEAUMONT	8777	3344	BUMTTXTE03T	DMS100/200
564 - CORPUS CHRISTI	9477	3738	CRCHTXTU03T	DMS200

APPENDIX DCO
SWBT TANDEM POIs

566 - SAN ANTONIO	9225	4063	SNANTXCA03T	DMS200
568 - HARLINGEN	9819	3664	HLRNTXHG03T	DMS200

APPENDIX DCO SWBT KANSAS EO PQIS

CLLI	EXCHANGE	EQ TYPE	LATA	V-COORD	H-COORD	STREET ADDRESS
CFVLKS10DS0	COFFEYVILLE	DGTL/D100	532	7507	4190	214 W 10TH ST, COFFEYVILLE, KS 67337
CHNTKSSSDS0	CHANUTE	DGTL/D100	532	7367	4218	20 S STEUBEN, CHANUTE, KS 66720
CNCRKSBRDS0	CONCORDIA	DGTL/D1/2	534	7132	4722	1004 BROADWAY, CONCORDIA, KS 66901
DDCYKS01DS0	DODGE CITY	DGTL/D1/2	532	7641	4958	208 GUNSMOKE, DODGE CITY, KS 67801
EMPRKS08DS0	EMPORIA	DGTL/D100	532	7271	4394	28 W 8TH, EMPORIA, KS 66801
FTSCKS01DS0	FORT SCOTT	DGTL/D100	532	7285	4114	23 W 1ST, FORT SCOTT, KS 66701
GRCYKS07DS0	GARDEN CITY	DGTL/D100	532	7647	5112	409 N 7 ST, GARDEN CITY, KS 67846
GRTBKSSSDS0	GREAT BEND	DGTL/D100	532	7442	4803	1300 STONE ST, GREAT BEND, KS 67530
HAYSKS11DS0	HAYS	DGTL/D1/2	534	7374	4932	126 W 11TH, HAYS, KS 67601
HTSNKS02DS0	HUTCHINSON	DGTL/D1/2	532	7453	4644	101 E 2ND ST, HUTCHINSON, KS 67501
INDPKSMADS0	INDEPENDENCE	DGTL/D100	532	7475	4219	200 E MAPLE, INDEPENDENCE, KS 67301
KSCYKS10CG0	KC DREXEL	1SPC/1AAP	524	7028	4212	901 N 10TH, KANSAS CITY, KS 66101
KSCYKSBSDS0	KC BONNER SPRING	DGTL/5ES	524	7056	4246	163 NETTLETON, BONNER SPRINGS, KS 66011
KSCYKSCBDS0	KC CORPORATEWOOD	DGTL/5ES	524	7068	4203	8686 W COLLEGE, OVERLAND PARK, KS 66210
KSCYKSJOCG0	KC HEDRICK	1SPC/1AAP	524	7049	4210	7400 JOHNSON DR, MISSION, KS 66202
KSCYKSJODS0	KC HEDRICK	DGTL/D1/2	524	7049	4210	7400 JOHNSON DR, MISSION, KS 66202
KSCYKSLEDS0	KC LENEXA	DGTL/5ES	524	7067	4215	9400 PFLUMM RD, LENEXA, KS 66215
KSCYKSACG0	KC DUPONT	1SPC/1AAP	524	7060	4201	9444 NALL ST, KANSAS CITY, KS 66207
KSCYKSOLD0	KC OLATHE	DGTL/5ES	524	7086	4220	114 N WATER ST, OLATHE, KS 66061
KSCYKSPADS0	KC BETHEL	DGTL/5ES	524	7032	4228	6425 PARALLEL ST, KANSAS CITY, KS 66102
KSCYKSSHDS0	KC SHAWNEE	DGTL/5ES	524	7055	4220	6120 PFLUMM, KANSAS CITY, KS 66216
KSCYKSSSDS0	KC STANLEY	DGTL/D100	524	7082	4195	14969 METCALF, STANLEY, KS 66223
LBRLKS04DS1	LIBERAL	DGTL/D100	532	7839	5053	20 E 4 ST, LIBERAL, KS 67901
LWOKSSHDS0	LEAVENWORTH	DGTL/D100	524	7006	4273	615 SHAWNEE ST, LEAVENWORTH, KS 66048
LWRNKSVEDS0	LAWRENCE	DGTL/5ES	534	7097	4293	732 VERMONT ST, LAWRENCE, KS 66044
MNHTKSFADS0	MANHATTAN	DGTL/D100	534	7141	4522	1640 FAIRCHILD ST, MANHATTAN, KS 66502
NWTNKS05DS0	NEWTON	DGTL/D100	532	7418	4550	131 W 5TH ST, NEWTON, KS 67114
PRSSKSWADS0	PARSONS	DGTL/D1/2	532	7422	4159	1631 WASHINGTON ST, PARSONS, KS 67357
PSBGKSL0DS0	PITTSBURG	DGTL/D100	532	7370	4076	611 N LOCUST, PITTSBURG, KS 66762
SALNKSSTADS0	SALINA	DGTL/D1/2	534	7275	4656	137 S 7TH ST, SALINA, KS 67401
SALNKSSTADS1	SALINA	DGTL/5ES	534	7275	4656	137 S 7TH ST, SALINA, KS 67401
TPKAKS37DS0	TOPEKA AMHERST	DGTL/D100	534	7120	4366	420 W 37TH, TOPEKA, KS 66611
TPKAKSFADS0	TOPEKA CRESTWOOD	DGTL/D100	534	7118	4378	1825 FAIRLAWN, TOPEKA, KS 66604
TPKAKSJACG0	TOPEKA CENTRAL	1SPC/1AAP	534	7110	4389	812 JACKSON, TOPEKA, KS 66612
TPKAKSJADS0	TOPEKA CENTRAL	DGTL/D1/2	534	7110	4389	812 JACKSON, TOPEKA, KS 66612
TPKAKSNODS0	TOPEKA NORTH	DGTL/D100	534	7095	4374	635 NW 43RD, TOPEKA, KS 66617
WCHTKS47DS0	WC JACKSON	DGTL/5ES	532	7505	4513	400 E 47TH, WICHITA, KS 67216
WCHTKSAGDS0	WC AUGUSTA	DGTL/D100	532	7469	4462	1156 STATE, WICHITA, KS 67203
WCHTKSAHDS0	WC ROCK ROAD	DGTL/D100	532	7470	4510	8442 E 3RD ST NORTH, WICHITA, KS 67226

APPENDIX DCO
SWBT KANSAS EO POIs

WCHTKSAMCG0	WC AMHERST	1SPC/1AAP	532	7489	4520	153 N TOPEKA, WICHITA, KS 67202
WCHTKSAMDS0	WC AMHERST	DGTL/D1/2	532	7489	4520	153 N TOPEKA, WICHITA, KS 67202
WCHTKSANDS0	WC ANDOVER	DGTL/D100	532	7479	4487	665 S 160TH E, WICHITA, KS 67230
WCHTKSBRDS0	WCHT TDM	DGTL/D1/2	532			154 N. BROADWAY, WICHITA KS 67202
WCHTKSCEDS0	WC PARKVIEW	DGTL/D100	532	7496	4541	10329 W CENTRAL, WICHITA, KS 67206
WCHTKSDEDS0	WC DERBY	DGTL/D100	532	7512	4499	1102 N BUCKNER, DERBY, KS 67037
WCHTKSKEDS0	WC KECHI	DGTL/D100	532	7464	4519	217 W KECHI RD, WICHITA, KS 67219
WCHTKSNWDS0	WC WHITEHALL	DGTL/D100	532	7492	4529	341 N W ST, WICHITA, KS 67203
WCHTKSOLCG0	WC MURRAY	1SPC/1AAP	532	7486	4511	118 S OLIVER, WICHITA, KS 67218

APPENDIX DCO SWBT MISSOURI EO POIs

CLLI	EXCHANGE	EQ TYPE	LATA	V-COORD	H-COORD	STREET ADDRESS
BLSPMOCADS0	BLUE SPRINGS	DGTL/D100	524	7023	4148	300 S 15TH ST., BLUE SPRINGS, MO. 64015
CHFDMO52DSA	CHESTERFIELD	DGTL/5ES	520	6831	3545	16752 WILD HORSE CRK RD, CHFD, MO 63017
CHLDMOIDS0	CHILLICOTHE	DGTL/D1/2	524	6820	4104	501 CHERRY, CHILLICOTHE, MO. 64601
CPGRMOEDDSA	CAPE GIRARDEAU	DGTL/5ES	520	7012	3252	800 BROADWAY, CAPE GIRARDEAU, MO 63701
CRTHMOFLDS0	CARTHAGE	DGTL/D100	522	7390	3993	225 W 6TH, CARTHAGE, MO 64836
ELDNMOEXDSA	ELDON	DGTL/5ES	520	7036	3825	104 S OAK, ELDON, MO 65026
FLRVMOGEDSA	FLAT RIVER	DGTL/5ES	520	6982	3458	222 W MAIN, FLAT RIVER, MO 63601
FNTNMO54DS0	FENTON	DGTL/5ES	520	6847	3508	200 MAIN, FENTON, MO 63026
FSTSMOYEDS0	FESTUS	DGTL/D100	520	6901	3474	120 N SECOND ST, FESTUS, MO 63028
HNBLMOACDSA	HANNIBAL	DGTL/D1/2	520	6688	3763	820 BROADWAY, HANNIBAL, MO 63041
HVTRMO67DSA	HVSTR HARVESTER	DGTL/D100	520	6816	3557	111 TOELLE, HARVESTER, MO 63303
JPLNMOMACG0	JOPLIN	1SPC/1AAP	522	7422	4018	8TH & PEARL, JOPLIN, MO. 64801
KKVLMOMODS0	KIRKSVILLE	DGTL/D1/2	524	6674	3993	216 E. WASHINGTON, KIRKSVILLE, MO 63501
KSCYMO01DS0	KC BENTON	DGTL/5ES	524	7024	4195	1123 CLEVELAND, KANSAS CITY, MO. 64127
KSCYMO02CG0	KC HILAND	1SPC/1AAP	524	7044	4194	6213 HOLMES, KANSAS CITY, MO. 64110
KSCYMO04CG0	KC WABASH	1SPC/1AAP	524	7034	4193	3901 MONTGALL, KANSAS CITY, MO 64130
KSCYMO05CG0	KC WESTPORT	1SPC/1AAP	524	7036	4199	107 E. 39TH ST., KANSAS CITY, MO 64111
KSCYMO20DS0	KC NASHUA	DGTL/D100	524	6998	4215	100 E. BARRY ROAD, KANSAS CITY, MO 64155
KSCYMO21DS0	KC GLADSTONE	DGTL/5ES	524	7008	4205	5112 ANTIOCH, GLADSTONE, MISSOURI 64119
KSCYMO22CG0	KC INDEPENDENCE	1SPC/1AAP	524	7018	4177	215 N. SPRING, INDEPENDENCE, MO 64050
KSCYMO23DS0	KC PARKVILLE	DGTL/5ES	524	7008	4221	6407 N.W. ROANRIDGE, KC, MO 64152
KSCYMO24CG0	KC RAYTOWN	1SPC/1AAP	524	7036	4176	5828 MAYWOOD, RAYTOWN, MO 64133
KSCYMO25DS0	KC SOUTH	DGTL/5ES	524	7058	4178	5903 REDBRIDGE, KANSAS CITY, MO 64134
KSCYMO40DS0	KC BELTON	DGTL/5ES	524	7081	4170	612 WALNUT, BELTON, MO. 64012
KSCYMO41CG0	KC LEES SUMMIT	1SPC/1AAP	524	7050	4154	202 E. 3RD ST., LEES SUMMIT, MO. 64063
KSCYMO42DS0	KC LIBERTY	DGTL/5ES	524	6987	4190	140 N. GALLATIN, LIBERTY, MO 64068
KSCYMO44DS0	KC EAST INDEPEN	DGTL/5ES	524	7007	4168	GUDGELL & BUNDSCHUA, INDEP., MO. 64050
KSCYMO45DS0	KC SOUTH WILLOW	DGTL/5ES	524	7062	4188	11021 HOLMES, KANSAS CITY, MO. 64131
KSCYMO48DS0	KC INDEP SOUTH	DGTL/5ES	524	7027	4166	16880 E. 40 HWY, INDEP. MO. 64055
KSCYMO55DS0	KC MCGEE	DGTL/D1/2	524	7027	4202	1101 MCGEE, KANSAS CITY, MO. 64106
KSCYMO55DS1	KC MCGEE	DGTL/D100	524	7027	4202	1101 MCGEE, KANSAS CITY, MO. 64106
KSCYMO55DS3	KC MCGEE TDM	DGTL/5ES	524	7027	4202	1101 MCGEE, KANSAS CITY, MO. 64106
MBRLMOAMDS0	MOBERLY	DGTL/5ES	524	6817	3899	225 W. COATES, MOBERLY, MO 65270
MNCHMO59CG0	MANCHESTER	1SPC/1AAP	520	6839	3532	200 MANCHESTER RD, MANCHESTER, MO 63011
MXVLMO60DSA	MAXVILLE	DGTL/5ES	520	6858	3494	1679 BIG BILL RD, MAXVILLE, MO 63128
PPBLMOSUDSA	POPLAR BLUFF	DGTL/5ES	520	7185	3335	601 VINE, POPLAR BLUFF, MO 63901
SKSTMOGRDSA	SIKESTON	DGTL/D1/2	520	7099	3220	121 E CENTER, SIKESTON, MO 63801
SPFDMOMCDS0	SPFD MCDANIEL	DGTL/D100	522	7311	3834	510 E. MCDANIEL, SPRINGFIELD, MO. 65806
SPFDMOMCDS1	SPFD MCDANIEL	DGTL/5ES	522	7311	3834	510 E. MCDANIEL, SPRINGFIELD, MO. 65806

AMENDMENT #3

to

**AGREEMENT FOR INTERCONNECTION AND RECIPROCAL
COMPENSATION**

Between

SOUTHWESTERN BELL TELEPHONE, L.P. D/B/A SBC MISSOURI

and

CMT PARTNERS

RECEIVED³

MAY 23 2003

*Records
Public Service Commission*

This is an Amendment ("Amendment") to the Agreement for Interconnection and Reciprocal Compensation by and between Southwestern Bell Telephone, L.P. d/b/a SBC Missouri¹ ("SBC Missouri"), and CMT Partners (collectively, the "Parties").

WHEREAS, the Parties are bound by an agreement known as "Missouri Agreement for Interconnection and Reciprocal Compensation by and between CMT Partners and Southwestern Bell Telephone Company, executed by Southwestern Bell Telephone Company on April 2, 1997 ("Interconnection Agreement"), and which, according to its terms, had an effective date of April 1, 1997 ("Effective Date");

WHEREAS, Carrier's name was changed from CMT Partners to Vodafone AirTouch Licenses LLC d/b/a Verizon Wireless;

WHEREAS, Vodafone AirTouch Licenses LLC d/b/a Verizon Wireless changed its name to Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, and wishes to reflect that name change as set forth herein;

WHEREAS, the Parties wish to amend the Interconnection Agreement to remove and discontinue the Area Wide Calling Plan billing option, described in Section 5.5 and described in Appendix Pricing, Section 7.0 of the Agreement;

¹ On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Missouri, Inc. (a Missouri corporation) and, pursuant to Missouri law, was converted to Southwestern Bell Telephone, L.P., a Missouri limited partnership, doing business in Missouri as SBC Missouri.

VT-2003-0057

WHEREAS, the Parties recognize that VZW does not currently have the ability to accurately measure and bill actual usage and desires to amend the Interconnection Agreement to provide an alternate billing method;

WHEREAS, the Parties recognize that they do not currently have the ability to measure the actual amount of traffic that originates from Telecommunications Carriers other than SBC Missouri and terminates on Carrier's network;

WHEREAS, the Parties wish to amend the Interconnection Agreement to provide a Surrogate Billing Factor in the Appendix Pricing;

WHEREAS, the Parties wish to amend the Interconnection Agreement by revising the Mobile to Land and Land to Mobile Interconnection rates in the Appendix Pricing;

WHEREAS, the Parties wish to amend the Interconnection Agreement by changing the Shared Facility Factor in the Appendix Pricing based upon a reasonable estimate of traffic, supported by state-specific, carrier-specific traffic study and/or network information;

WHEREAS, the Parties also wish to amend the Agreement to reflect a one-year extension;

NOW, THEREFORE, in consideration of the mutual promises contained herein, SBC Missouri and VZW hereby agree as follows:

1. The Parties agree that the Interconnection Agreement shall be amended by replacing Paragraph 6.2.1 with the following:

6.2.1 Each Party will record its terminating minutes of use for all inter-company calls. Each Party will perform the necessary call recording and rating for its respective portions of an interchanged call. Each Party shall be responsible for billing and collection from their respective Customers. Each Party shall use procedures that record and measure actual usage for purposes of providing invoices to the other Party pursuant to this Agreement.

6.2.1.1 The Parties recognize, and Carrier represents, that Carrier temporarily does not have the technical systems in place to measure and bill SBC Missouri pursuant to this Agreement. When Carrier has the ability to measure actual SBC Missouri-to-

Carrier traffic, then Carrier shall bill SBC Missouri pursuant to Section 6.2.1. To the extent that Carrier does not have the ability to so measure and bill the actual amount of SBC Missouri-to-Carrier traffic, the Parties agree that Carrier shall bill SBC Missouri the charges due using the Surrogate Billing Factor as described in Section 6.2.1.3 and provided in Paragraph 11 of Appendix Pricing.

6.2.1.2 The Parties recognize that neither Carrier nor SBC Missouri currently has the ability to record the actual amount of traffic that originates from Telecommunications Carriers other than SBC Missouri and terminates on Carrier's network. Unless Carrier has the ability to measure actual traffic originating on SBC Missouri's network, when SBC Missouri has in place the technical systems to measure traffic originated with Telecommunications Carriers other than SBC Missouri and terminating on Carrier's network, upon sixty (60) days advanced notice to Carrier, SBC Missouri and Carrier can mutually agree to use actual data provided by SBC Missouri for Carrier to bill SBC Missouri in lieu of the procedures provided in Section 6.2.1. Within such sixty (60) day period, the Parties will enter good faith negotiations to arrive at a methodology for determining actual usage. If the Parties are unable to agree to a methodology within such time, then the Parties agree to use the Surrogate Billing Factor described in Section 6.2.1.3 and provided in Paragraph 11 of Appendix Pricing.

6.2.1.3 When Carrier is unable to record the actual amount of SBC Missouri-to-Carrier traffic, as provided in Section 6.2.1.1 above, the Parties agree to use a Surrogate Billing Factor to determine the amount of SBC Missouri-to-Carrier traffic. When the Surrogate Billing Factor is used instead of actual recorded usage, the amount of SBC Missouri-to-Carrier Conversation MOUs for Local Traffic subject to Reciprocal Compensation between the Parties shall be deemed to be equal to the product of (i) the total Carrier-to-SBC Missouri Local Traffic Conversation MOUs subject to Reciprocal Compensation between the Parties (based on SBC Missouri's monthly bill to Carrier) divided by Carrier-to-SBC Missouri Surrogate Billing Factor, and then multiplied by (ii) the SBC Missouri-to-Carrier Surrogate Billing Factor. When using the Surrogate Billing Factor, Carrier shall bill SBC

Missouri the charges due based solely on the calculation contained in the preceding sentence.

6.2.1.4 When Carrier uses the billing method set forth in Section 6.2.1.3, Carrier shall use the SBC Missouri invoice to identify the SBC Missouri Billing Account Numbers (BANs) from which the traffic is delivered to Carrier as well as the total number of Conversation MOUs of Local Traffic subject to Reciprocal Compensation between the Parties for each BAN. The receiving party shall bill the sending party based solely on the calculations described in Section 6.2.1.3, above.

6.2.1.5 The Surrogate Billing Factor contained in Paragraph 11, Appendix Pricing, is based on Carrier-specific, state-specific information available to SBC Missouri and/or supplied by Carrier. These changes are based on such information and apply only in light of those Carrier-specific, state-specific facts. The Surrogate Billing Factor contained in Paragraph 11, Appendix Pricing, will not apply to other carriers who may adopt this Agreement; such carriers must provide their own carrier-specific, state-specific facts to establish a Surrogate Billing Factor. In addition, should Carrier be unable to measure and bill the actual amount of SBC Missouri-to-Carrier traffic on the one-year anniversary of the date this Amendment is filed with the Public Utility Commission, or any subsequent anniversary thereafter, either Party may request negotiation of a new Surrogate Billing Factor; and within thirty (30) days of such request, the Parties shall enter such negotiation, which shall be in good faith, to be concluded within sixty (60) days of such request, at which time the Parties shall execute an amendment to this Agreement reflecting the negotiated change, if appropriate; provided, however, no such renegotiation shall take place more often than once every twelve (12) months

2. The Parties agree that the Interconnection Agreement shall be amended by adding the following Surrogate Billing Factors as Paragraph 11 of Appendix Pricing.

11.0 The Surrogate Billing Factors are:

11.1 Carrier-to-SBC Missouri .67

11.2 SBC Missouri-to-Carrier .33

3. The parties agree that the Interconnection Agreement shall be amended by replacing the following Shared Facility Factor in Section 4.0 of Appendix Pricing:

4.0 Shared Facility (1)(2)

4.1 Shared Facility Factor - Carrier .70

4.2 Shared Facility Factor - SBC Missouri .30

4. The Parties agree that the Interconnection Agreement shall be amended by replacing the following Mobile to Land Interconnection Rates in Section 1.0 and 2.0 of Appendix Pricing. The rates for transport and termination as follows. (Per Conversation MOU)

1.0 Mobile to Land Interconnection Rates

Type 2A	Type 1	Type 2B	Transiting
\$.004241	\$. 004241	0.002243	\$.001999

2.0 Intentionally Left Blank

5. The Parties agree that the Area Wide Calling Plan billing option, identified in Definition Section, described in Section 5.5 and described in Appendix Pricing, Section 7.0 of the Interconnection Agreement, shall be discontinued and unavailable as an option to Carrier after September 30, 2002. The Parties agree to cooperate and take steps necessary to effectuate this provision.

6. The Parties agree to a September 1, 2001 retroactive billing true-up based on the application of the Surrogate Billing Factors added in Paragraph 11 of Appendix Pricing.

7. The Parties agree that the Interconnection Agreement shall be amended by adding Paragraph 18.20 as follows:

18.20 The complete list of Carrier's Access Carrier Name Abbreviation (ACNA) codes covered by this Agreement is listed below. Any addition, deletion or change in name associated with these listed ACNA codes requires

notice to SBC Missouri. Notice must be received before orders can be processed under a new or changed ACNA code.

ACNA List: CXV

8. The Parties agree that the Agreement shall be amended by replacing the Licensed Areas Served described in Appendix GSA with the following:

<u>Licensee</u>	<u>Market Name</u>	<u>Number</u>
Verizon Wireless (VAW) LLC	Kansas City, MO/KS	CMA024
St. Joseph CellTelco	St. Joseph, MO	CMA275

9. The Parties agree that Section 18.2.1 Term and Termination of the Agreement is amended to reflect a one-year extension and shall be replaced with the following:

18.2.1 This Agreement shall be in effect until April 27, 2004, and thereafter the Agreement shall continue in force and effect unless and until terminated as provided herein. Either Party may terminate this Agreement by providing written notice of termination to the other Party, such written notice to be provided at least sixty (60) days in advance of the date of termination; provided, however, that no such termination shall be effective prior to the date one year from the Effective Date of this Agreement. By mutual agreement, SBC Missouri and Carrier may amend this Agreement in writing to modify its terms.

10. 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 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; or 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).

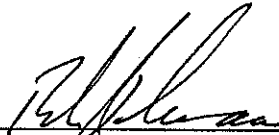
Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment 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 ILEC reserves its right to exercise its option at any time in the future to adopt on a date specified by SBC ILEC 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. 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 such event, 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.

11. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS IN THE UNDERLYING AGREEMENT REMAIN UNCHANGED, and all such terms and conditions are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof.

12. This Amendment shall be filed with and is subject to approval by the Missouri Public Service Commission and shall become effective ten (10) days following approval by such Commission.

IN WITNESS WHEREOF, each Party has caused this Amendment to be
executed by its duly authorized representative.

Verizon Wireless (VAW) LLC d/b/a
Verizon Wireless

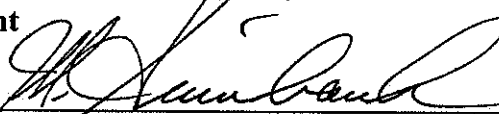
By: 

Name: Robert F. Swaine
Print Name

Title: Area VP - Network

Date: 4-24-03

Southwestern Bell Telephone, L.P.
d/b/a SBC Missouri by SBC
Telecommunications, Inc., its Authorized
Agent

By: 

Name: Mike Auinbauh
Print Name

Title: For/President-Industry Markets

Date: APR 30 2003

EXHIBIT 2

Request to Extend Agreement for Interconnection and Reciprocal Compensation

TO: Contract Management
311 S Akard
Four AT&T Plaza, 9th floor
Dallas, TX 75202
Fax: 1-800-404-4548

May 10, 2007

RE: Interconnection Agreement Extension Request

Director – Contract Management:

Pursuant to Merger Commitment No. 4 under "Reducing Transaction Costs Associated with Interconnection Agreements," effective December 29, 2006, associated with the merger of AT&T Inc. and BellSouth Corp. ("ICA Merger Commitment No. 4"), Verizon Wireless (VAW) LLC, Cellco Partnership and CyberTel Cellular Telephone Company all d/b/a Verizon Wireless ("Carrier") desires to extend the term of its Interconnection Agreement in the state of Missouri for a period of three (3) years from the date of [not to exceed a period of three (3) years] from the original expiration date of the agreement and, by this notice, and hereby requests AT&T's template amendment to accomplish that extension. Carrier understands that pursuant to ICA Merger Commitment No. 4, extension of the Interconnection Agreement is also subject to amendment to reflect prior changes of law.

Current notices contact information is as follows. This X is is not a change from information currently listed in the parties' Interconnection Agreement.

	CARRIER NOTICE CONTACT INFO*
NOTICE CONTACT NAME	<u>John L. Clampitt</u>
NOTICE CONTACT TITLE	<u>Manger- Member Technical Staff</u>
STREET ADDRESS	<u>2785 Mitchell Drive</u>
ROOM OR SUITE	<u>MS 8-1</u>
CITY, STATE, ZIP CODE	<u>Walnut Creek, CA 94598</u>
E-MAIL ADDRESS	<u>John.Clampitt@verizonwireless.com</u>
TELEPHONE NUMBER	<u>925-279-6266</u>
FACSIMILE NUMBER	<u>925-279-6621</u>

Form completed and submitted by: John Clampitt

Contact number: 925-279-6266

* All requested contact information is required. Be aware that the failure to provide accurate and complete information may result in return of this form to you and a delay in processing your request.

EXHIBIT 3

Denial of Request to Extend Agreement for Interconnection and Reciprocal Compensation

Eddie A. Reed, Jr.
Director-Contract Management
AT&T Wholesale Customer Care

AT&T Inc.
311 S. Akard, Room 940.01
Dallas, TX 75202
Fax 214 464-2006



May 14, 2007

John L. Clarpitt
Member Technical Staff
Verizon Wireless
2785 Mitchell Drive
MS 8-1
Walnut Creek, CA 94598

Re: Verizon Wireless' extension and porting requests, pursuant to Merger Commitments 7.2 and 7.4 under "Reducing Transaction Costs Associated with Interconnection Agreements," effective December 29, 2006, associated with the merger of AT&T Inc. and BellSouth Corp. ("ICA Merger Commitment 7.2 and ICA Merger Commitment 7.4")

Dear Mr. Clarpitt:

Your letters dated May 10, 2007 on behalf of Verizon Wireless, pursuant to AT&T/BellSouth ICA Merger Commitment 7.2 and ICA Merger Commitment 7.4, were received via e-mail on May 10, 2007. The aforementioned letters state that Verizon Wireless wishes to extend the term of its Wireless Interconnection Agreements ("ICA") in Kansas and Missouri for a period of three (3) years from the "date of this notice" and port its Missouri ICA to Arkansas and Texas. In addition, Verizon Wireless retracts its previous request to port its Oklahoma ICA to Arkansas, Kansas, Missouri and Texas.

The Verizon Wireless Agreements in Kansas and Missouri were entered into on April 2, 1997 and originally expired in 1998. Both were subsequently amended to extend the termination date to April 27, 2004.

As previously stated in my letter to you dated April 25, 2007, the purpose of ICA Merger Commitment 7.4 is to allow carriers to reduce transaction costs associated with the allegedly "continuous" cycle of ICA renegotiations and arbitrations.¹ By extending their ICAs, rather than negotiating and possibly arbitrating successor agreements, carriers can avoid such costs by continuing to operate under their current Agreements for a period of up to three additional years. Again, Verizon Wireless' request is inconsistent with both the language and the purpose of ICA Merger Commitment 7.4. First, AT&T's commitment was to permit a requesting carrier to extend the term of its existing ICA(s) for up to three years. In the case of Verizon Wireless' ICAs, AT&T already has done so; indeed, AT&T has permitted Verizon Wireless to extend the original three-year term of its current Kansas and Missouri ICAs for over 5 1/2 years, and in fact, Verizon Wireless has been permitted to operate under such agreements for over ten (10) years. This conclusion is not altered by the fact that the merger commitment applies "regardless of whether its (the ICA's) initial term has expired." That language simply indicates that Agreements are not *per se* ineligible for extensions under ICA Merger Commitment 7.4 because their initial terms have expired. It does not suggest—nor does the commitment anywhere state—that Agreements may be extended for three years from the date of the carrier's request. Indeed, the clause indicates that what may be extended under ICA Merger Commitment 7.4 is an Agreement's "initial term."

In any event, if the Verizon Wireless Kansas and Missouri Agreements were to be extended for a further three years from the "date of this notice" — or until May 10, 2010, as Verizon Wireless deems appropriate, they will have been in effect for almost thirteen years, a result nowhere contemplated nor authorized by either the purpose, history or wording of ICA Merger Commitment 7.4.

¹ See, e.g., *Comments of Cable Companies*, WC Docket No. 06-74 at pp. 9-10 (Oct. 24, 2006).

Based on the foregoing, AT&T cannot agree with Verizon Wireless proposed three-year extension to its ICAs. ICA Merger Commitment 7.4 requires only that AT&T extend the carrier's current agreement as of the merger close date for an additional three year period from the expiration date of that agreement. Even with such three year extension from the previously extended expiration date of April 24, 2004, the ICAs would still be expired, and thus, these agreements are not eligible for the extension.

Kay Lyon will continue be the AT&T Lead Negotiator assigned to Verizon Wireless for the 13-state region. She can be reached at 214-858-0728. Please direct any questions or concerns you may have to Kay.

If you would like to have further discussions regarding this matter, we would be happy to participate in order to bring these issues to a quick and amicable resolution.

Please be advised that AT&T is reviewing Interconnection Agreements that are currently operating under the Agreement evergreen clause. It is AT&T's intention to notice these Agreements in the near future.

AT&T confirms the retraction of Verizon Wireless' request to port its Oklahoma ICA to Arkansas, Kansas, Missouri and Texas. Additionally, Verizon Wireless' request to port its Missouri ICA to Arkansas and Texas is under review for current law, technical feasibility, pricing, etc., and AT&T will respond with its findings upon conclusion of such.

Thank you for your patience.

Sincerely,

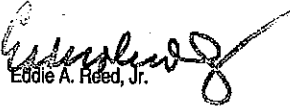

Eddie A. Reed, Jr.

EXHIBIT 4

Amendment to Agreement for Interconnection and Reciprocal Compensation

**AMENDMENT TO
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996
BETWEEN
SOUTHWESTERN BELL TELEPHONE COMPANY d/b/a AT&T MISSOURI
AND
VERIZON WIRELESS (VAW) LLC, CELCO PARTNERSHIP AND CYBERTEL CELLULAR
TELEPHONE COMPANY ALL d/b/a VERIZON WIRELESS**

The Interconnection Agreement dated December 1, 1997, by and between Southwestern Bell Telephone Company ("AT&T") and Verizon Wireless (VAW) LLC, Cellco Partnership and CyberTel Cellular Telephone Company all d/b/a Verizon Wireless ("Verizon Wireless") ("Agreement") effective in the state of Missouri is hereby amended as follows:

1. Section 18.2 of the Agreement is amended by adding the following section:

18.2.3 Notwithstanding anything to the contrary in this Section 18.2, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years from May 10, 2007, until May 10, 2010 (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 Verizon Wireless, 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. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
3. This Amendment shall be filed with and is subject to approval by the Missouri Public Service Commission and shall become effective ten (10) days following approval by such Commission.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of _____.

Verizon Wireless (VAW) LLC d/b/a/ Verizon Wireless

Southwestern Bell Telephone, L.P. d/b/a AT&T Missouri

Cellco Partnership d/b/a Verizon Wireless

CyberTel Cellular Telephone Company d/b/a Verizon
Wireless

by Cellco Partnership, Its General Partner

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FACILITIES BASED OCN # _____

ACNA _____