

AGREEMENT FOR INTERCONNECTION

by and between

Sprint Spectrum L.P.

and

Illinois Bell Telephone d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, and Southwestern Bell Telephone, L. P. d/b/a SBC Texas, SBC Arkansas, SBC Kansas, SBC Oklahoma and SBC Missouri, Wisconsin Bell, Inc. d/b/a SBC Wisconsin

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INTERCONNECTION AGREEMENT

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 for Commercial Mobile Radio Services (the "Agreement") is by and between one or more of the following ILEC's: Illinois Bell Telephone d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Wisconsin Bell, Inc. d/b/a SBC Wisconsin, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company and Southwestern Bell Telephone, L. P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and SBC Texas (only to the extent that the agent for each such ILEC executes this Agreement for such ILEC and only to the extent that such ILEC provides Telephone Exchange Services as an ILEC in each of the state(s) listed below) and Sprint Spectrum L.P., a Delaware limited partnership, as agent for WirelessCo, L.P., a Delaware limited partnership, and as agent for Cox Communications PCS, L.P., a Delaware limited partnership, all foregoing entities jointly d/b/a Sprint PCS ("SPCS" or "Carrier"), shall apply to the state(s) of Arkansas, Connecticut, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

WHEREAS, SBC-13STATE is a Local Exchange Carrier in the State;

WHEREAS, SPCS is a Commercial Mobile Radio Service provider holding licenses to operate from the Federal Communications Commission in the State; and

WHEREAS, the Parties desire to enter into an agreement for the interconnection of their respective networks and exchange of CMRS traffic for the provision of Authorized Services telecommunications service pursuant to the Act.

NOW, THEREFORE, the Parties hereby agree as follows:

1. DEFINITIONS

- 1.1 The words "will" and "shall" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other will not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Certain terms may be defined elsewhere in this Agreement. Terms not defined shall be construed in accordance with their definition in the Act, with their customary meaning in the telecommunications industry as of the Effective Date of this Agreement.
- 1.2 "Act" means the Communications Act of 1934 (47 U.S.C. Section 251 et seq.), as amended by the Telecommunications Act of 1996, and as interpreted from time to time in the duly authorized rules and regulations of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.

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- 1.3 "Affiliate" means any person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this definition, the term "own" means to own an equity interest (or the equivalent thereof) of more than ten percent (10%). The term "person" includes an individual, partnership, association, joint-stock company, trust, or corporation.
- 1.4 "Answer Supervision" means an off-hook supervisory signal sent by the receiving Party's Central Office Switch to the sending Party's Central Office Switch on all Completed Calls after address signaling has been completed.
- 1.5 "Applicable Law(s)" means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including without limitation those relating to the environment or health and safety, of any Governmental Authority that apply to the Parties or the subject matter of this Agreement.
- 1.6 "Authorized Services" means those narrowband or broadband PCS services (excluding paging) which Carrier may lawfully provide pursuant to Applicable Laws, including the Act, and that are considered to be CMRS.
- 1.7 "Business Day(s)" means Monday through Friday, excluding holidays on which SBC-13STATE does not provision new retail services and products.
- 1.8 "Carrier" has the meaning set forth in the preamble.
- 1.9 "Cell Site" means the location of radio transmitting and receiving facilities associated with the origination and termination of wireless traffic.
- 1.10 "Central Office", "Central Office Switch" or "CO" means a SBC-13STATE switching entity within the public switched telephone network, including, but not limited to End Office Switches and Tandem switches. Central Office Switches may be employed as combination End Office/Tandem switches. Central Offices are the homing or routing point for traffic inbound to that Party's services as stated in the LERG which bears a certain NPA-NXX designation; except where SPCS has not established Routing Points for its Designated NPA-NXX Codes in its own network, the Routing Point shall be the location of SBC-13STATE's Tandem switches.
- 1.11 "Claim" means any pending or threatened claim, action, proceeding or suit.
- 1.12 "CMRS" means Commercial Mobile Radio Service as defined by the FCC, including CFR 47 Section 20.3 as may be amended from time to time.
- 1.13 "Collocation" has the meanings given to the term in the Act, applicable rules of the FCC and Commission, and the Commission's arbitration awards.
- 1.14 "Commission" means the applicable State agency with regulatory authority over Telecommunications. Unless the context otherwise requires, use of the term "Commissions" means all of the thirteen agencies listed in this Section. The following is a list of the appropriate State agencies:

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- 1.14.1 "AR-PSC" means the "Arkansas Public Service Commission";
- 1.14.2 "CA-PUC" means the "Public Utilities Commission of the State of California";
- 1.14.3 "DPUC" means the "Connecticut Department of Public Utility Control";
- 1.14.4 "IL-CC" means the "Illinois Commerce Commission";
- 1.14.5 "IN-URC" means the "Indiana Utilities Regulatory Commission";
- 1.14.6 "KS-CC" means the "Kansas Corporation Commission";
- 1.14.7 "MI-PSC" means the "Michigan Public Service Commission";
- 1.14.8 "MO-PSC" means the "Missouri Public Service Commission";
- 1.14.9 "NV-PUC" means the "Public Utilities Commission of Nevada";
- 1.14.10 "PUC-OH" means the "Public Utilities Commission of Ohio";
- 1.14.11 "OK-CC" means the "Oklahoma Corporation Commission";
- 1.14.12 "PUC-TX" means the "Public Utility Commission of Texas"; and
- 1.14.13 "PSC-WI" means the "Public Service Commission of Wisconsin."
- 1.15 "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. Unless otherwise agreed by the Parties, the CCS used by the Parties shall be Signaling System 7 ("SS7").
- 1.16 "Completed Call" means a call that is delivered by one Party to the other Party and for which a connection is established after Answer Supervision.
- 1.17 "Consequential Damages" means Losses claimed to have resulted from any indirect, incidental, reliance, special, consequential, punitive, exemplary, multiple or any other Loss, including damages claimed to have resulted from harm to business, loss of anticipated revenues, savings, or profits, or other economic Loss claimed to have been suffered not measured by the prevailing Party's actual damages, and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions.
- 1.18 "Conversation MOU" means the minutes of use that both Parties' equipment is used for a Completed Call, measured from the receipt of Answer Supervision to the receipt of Disconnect Supervision.
- 1.19 "Day" means calendar day unless "Business Day" is specified.
- 1.20 "Disconnect Supervision" means an on-hook supervisory signal sent at the end of a Completed Call.
- 1.21 "End Office Switch" is a switch from which SBC-13STATE's End User Customers' Exchange Services are directly connected and offered. A Cell Site or base station is not an End Office Switch.

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- 1.22 "End User Customer" means, whether or not capitalized, any business, residential or governmental customer of services covered by the Agreement. More specific meanings of such term is dependent upon the context in which it appears in the Agreement and the provisions of the Act. As used herein, the term "End User Customer" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.
- 1.23 "Equal Access Trunk Group" means an interconnection Trunk used solely to deliver Switched Access Traffic, using Feature Group D protocols.
- 1.24 "Exchange Service" means Telephone Exchange Service as defined in the Act.
- 1.25 "Facility" means the wire, line, fiber or cable used to transport traffic between the Parties' respective networks.
- 1.26 "FCC" means the Federal Communications Commission.
- 1.27 "Governmental Authority" means any federal, state, local, foreign, or international court, government, department, commission, board, bureau, agency, official, or other regulatory, administrative, legislative, or judicial authority with jurisdiction over the subject matter at issue.
- 1.28 "Intellectual Property" means copyrights, patents, trademarks, trade secrets, mask works and all other intellectual property rights.
- 1.29 "Interconnection" has the meaning given the term in the Act and refers to the physical linking of two networks for the mutual exchange of traffic.
- 1.30 "Interexchange Carrier" or "IXC" means a carrier other than a CMRS provider or SBC-13STATE that provides, directly or indirectly, interLATA and/or intraLATA Telecommunications Service.
- 1.31 "InterMTA Traffic" means traffic to or from Carrier's network that originates in one MTA and terminates in another MTA (as determined by the geographic location of the Cell Site at the beginning of the call to which the mobile End User Customer is connected).
- 1.32 "ISP" ("Internet Service Provider") shall be given the same meaning as used in the FCC Order on Remand and Report and Order; *In the Matter of Implementation of the Local Competition Provisions in the Federal Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic*; CC Docket Nos. 96-98 and 99-68; FCC Order No. 01-131, released April 27, 2001.
- 1.33 "Local ISUP" (Local Integrated Services Digital Network User Part) is the SS7 messaging that establishes local call set-up.

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- 1.34 "LERG" means Local Exchange Routing Guide, a Telcordia Reference Document used by Telecommunications Carriers to identify NPA-NXX routing and homing information as well as network element and equipment designations.
- 1.35 "Local Traffic", for the application of reciprocal compensation, means Authorized Services Telecommunications traffic between SBC-13STATE 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).
- 1.36 "Loss" or "Losses" means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).
- 1.37 A "Mobile Switching Center" or "MSC" is a switch that performs, among other things, the switching of calls between and among its End User Customers and the End User Customers of other mobile or landline networks. The MSC is used to interconnect Trunk circuits with End Offices, Tandem switches and/or other MSCs. The MSC also coordinates inter-cell and inter-system call hand-offs and records all system traffic for analysis and billing.
- 1.38 "MTA" means "Major Trading Area", as defined in 47 C.F.R. § 24.202(a).
- 1.39 "NPA" means Numbering Plan Area, referred to as an area code and the three digit indicator that is defined by the "A", "B" and "C" digits of a 10-digit telephone number within the North American Numbering Plan.
- 1.40 "NXX", "NXX Code", "Central Office 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.
- 1.41 "Originating Landline to CMRS Switched Access Traffic" means InterLATA traffic delivered directly from SBC-13STATE's originating network to Carrier's network that, at the beginning of the call: (a) originates on SBC-13STATE's network in one MTA; and, (b) is delivered to the mobile unit of Carrier's End User Customer connected to a Cell Site located in another MTA. SBC-13STATE shall charge and Carrier shall pay SBC-13STATE the Originating Landline to CMRS Switched Access Traffic rates in Appendix Pricing – Wireless.
- 1.42 "Paging Traffic" means traffic to SPCS's network that results in the sending of a paging message over a paging or narrowband PCS frequency licensed to SPCS.
- 1.43 "Party" means either SBC-13STATE or SPCS, and "Parties" means SBC-13STATE and SPCS.
- 1.44 "POI" means a point of interconnection between SBC-13STATE's network and SPCS's network. The POI is the meet point for the facilities that provides the physical linking of the Parties networks. Each POI shall be within the SBC-13STATE Territory.

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- 1.45 "Rating Point" means the vertical and horizontal ("V&H") coordinates assigned to a Rate Center and associated with a particular telephone number for rating purposes. The Rating Point must be in the same LATA as the Routing Point of the associated NPA-NXX as designated correctly in the LERG, but need not be in the same location as that Routing Point.
- 1.46 "Reciprocal Compensation" means the arrangement between two carriers in which each of the two carriers receives 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.
- 1.47 "Routing Point" means the V&H coordinates that a Telecommunications Carrier has designated as the destination for traffic inbound to services provided by that Telecommunications Carrier that bear a certain NPA-NXX designation. The Routing Point need not be the same as the Rating Point, but it must be in the same LATA as the Rating Point. Central Office Switches or MSCs are Routing Points for traffic to End User Customers identified by numbers drawn from NPA-NXX designations, as stated in the LERG. Where Carrier has not established Routing Points for its dedicated NPA-NXXs in its own network, the Routing Point shall be the SBC-13STATE Tandem switch where traffic to SBC-13STATE NXXs in the same NPA is homed.
- 1.48 "SBC-MIDWEST REGION 5-STATE" - As used herein, SBC MIDWEST REGION 5-STATE means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.49 "SBC-7STATE" - As used herein, SBC-7STATE means SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA and SBC NEVADA, the applicable SBC owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.50 "SBC-13STATE" - As used herein, SBC-13STATE means SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE, SBC-2STATE and SBC SNET the applicable SBC owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.51 "SBC-13STATE Territory" means SBC-13STATE's certificated franchise service territory within the State limited to the specific operating area(s) or portions(s) thereof in which SBC-13STATE is then deemed to be the ILEC under the Act.
- 1.52 "Signal Transfer Point" (STP) performs a packet switching function that routes signaling messages among Service Switching Points (SSP), Service Control Points (SCP), Signaling Points (SP), and other STPs in order to set up calls and to query databases for Advanced Services.

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- 1.53 "**SBC SNET**" - As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.
- 1.54 "State" means the state in which this Agreement is filed and approved pursuant to the Act.
- 1.55 "Switched Access Services" means an offering of access to **SBC-13STATE**'s network for the purpose of the origination or the termination of traffic from or to End User Customers in a given area pursuant to a Switched Access Services tariff. Switched Access Services include: Feature Group A ("FGA"), Feature Group B ("FGB"), Feature Group D ("FGD"), Toll Free Service and 900 access.
- 1.56 "Synchronous Optical Network" or "SONET" means an optical interface standard that allows inter-networking of transmission products from multiple vendors.
- 1.57 "Tandem or Access Tandem" means a switching system that provides a concentration and distribution function for originating or terminating traffic between End Offices, other Tandems, Third Party Providers and IXC's.
- 1.58 ("TCAP") Transaction Capabilities Application Part: TCAP queries are applicable only in those **SBC-13STATE** operating territories where SBC database products are offered and CLASS queries to the extent that **SBC-13STATE** offers CLASS functions to its End User Customers.
- 1.59 "Terminating IntraLATA InterMTA Traffic" means traffic that, at the beginning of the call: (a) originates on Carrier's network and terminates in the same LATA; (b) is sent from the mobile unit of Carrier's End User Customer connected to Carrier's Cell Site located in one MTA; and, (c) is terminated on **SBC-13STATE**'s network in another MTA. For such InterMTA IntraLATA Traffic, **SBC-13STATE** shall charge and Carrier shall pay **SBC-13STATE** the Terminating IntraLATA InterMTA Traffic rates in Appendix Pricing - Wireless.
- 1.60 "Terminating Switched Access Traffic" means traffic that, at the beginning of the call: (a) originates on Carrier's network; (b) is sent from the mobile unit of Carrier's End User Customer connected to a Cell Site located in one MTA and one LATA; and, (c) terminates on **SBC-13STATE**'s network in another MTA and another LATA (*i.e.*, the traffic is both InterMTA and InterLATA). A Carrier is acting as an Interexchange Carrier by delivering this traffic and such traffic must be terminated to **SBC-13STATE** as FGD terminating switched access per **SBC-13STATE**'s Federal and/or State Access Service tariff.
- 1.61 "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.
- 1.62 "Third Party Provider" shall mean any other facilities-based telecommunications carrier, including, without limitation, independent telephone companies, competitive local exchange carriers, or CMRS providers. The term shall not mean resellers of a **SBC-13STATE**'s local exchange services or resellers of CMRS provider's services.

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- 1.63 "Transiting Traffic" means 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.
- 1.64 "Transport," for the purpose of reciprocal compensation, means the transmission (and any necessary 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.
- 1.65 "Trunk(s)" or "Trunk Group(s)" means the switch port interface(s) used and the communications path created to connect Carrier's network with SBC-13STATE's network for the purpose of exchanging Authorized Services Local Traffic calls and/or IXC calls.
- 1.66 "Trunk Side" refers to a Central Office Switch interface that offers those transmission and signaling features appropriate for the connection of switching entities.
- 1.67 UNEs or Unbundled Network Elements has the meaning as set forth in the Act and as defined by the FCC.
- 1.68 "V and H Coordinate" means the computing of airline miles (used in the rating of calls) between two points utilizing an established formula which is based on the vertical and horizontal coordinates of the two points.

2. INTERCONNECTION

2.1 Interconnection Trunk Groups

- 2.1.1 Type 1: Provides a one-way Trunk Side connection (line side treatment) between a SBC-13STATE End Office Switch and SPCS's Mobile Switching Center ("MSC") and shall be used only for miscellaneous trunk groups (e.g., 8XX services). If and when SS7 is available for Type 1, it will be the preferred method of signaling. Charges for miscellaneous trunk groups shall be at an amount equal to the rates specified the applicable Special Access Tariffs. Additional charges for services provided on Miscellaneous Trunk Groups may also apply.
- 2.1.2 Type 2A: provides a two-way or one-way Trunk Side connection between a SBC-13STATE Tandem and SPCS's MSC. Type 2A provides the capability to interconnect SPCS's MSC to SBC-13STATE's Tandems for the purpose of establishing connection within the LATA to deliver traffic to subtending End Office Switches.
- 2.1.2.1 Type 2A Local/Equal Access Combined Trunk Group: Provides a Trunk Side connection between Carrier's network and an SBC-7STATE Access Tandem. Local/Equal Access Trunk Groups carry

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interexchange access traffic and Local Traffic. This Trunk Group requires an interface utilizing equal access signaling.

2.1.2.2 Type 2A Equal Access Trunk Group: Provides a Trunk Side connection between Carrier's network and an SBC-13STATE Access Tandem. Equal Access Trunk Groups carry interexchange access traffic. This Trunk Group requires an interface utilizing equal access signaling.

2.1.2.2.1 In SBC-MIDWEST REGION 5-STATE, a separate Type 2A Equal Access Trunk Group is required when SBC-MIDWEST REGION 5-STATE is not able to record Carrier-originated traffic to an IXC. Carrier will also provide to SBC-MIDWEST REGION 5-STATE, using industry standard data record formats, recordings of all calls (both Completed Calls and attempts) to IXCs from Carrier's network using Trunks employing a Type 2A connection.

2.1.3 Type 2B: Provides a one-way Trunk Side connection from a SPCS MSC to a SBC-12STATE End office. Type 2B provides the capability to access only End User Customers served by that End Office. When two-way is available the parties agree that it will be the preferred trunk group type. SS7 signaling is currently available only on one-way Mobile to Land Type 2B, but two-way trunk groups will be provisioned with SS7 signaling where and when available.

2.1.4 Type 2C: A one-way terminating Trunk-Side connection between SPCS's MSC and SBC-13STATE's Tandem equipped to provide access to E911 services. See Appendix Wireless Emergency Number Services Access (E911) for trunk and facility requirements.

2.1.5 Type 2D: Provides a direct voice-grade transmission path to a LEC Operator Services System (OSS) switch.

2.1.5.1 Directory Assistance and/or Operator Services traffic may be delivered through a dedicated Trunk Group to an SBC-13STATE OSS switch.

2.1.6 High Volume Call In (HVCI) / Mass Calling (Choke) Trunk Group: SBC-13STATE

2.1.6.1 Separate high-volume Trunk Groups (HVCI) will be required for high-volume customer calls (e.g., radio contest lines). If the need for HVCI is identified by either Party, that party may initiate a meeting where the parties will negotiate where HVCI Trunk Groups need to be provisioned to ensure network protection from HVCI traffic.

2.1.7 In each LATA in which Carrier exchanges traffic with SBC-13STATE, Carrier shall trunk to each SBC-13STATE Tandem in each LATA and SBC

shall be responsible for the Facilities until traffic reaches 24 Trunks (*i.e.* 500 busy hour centum call seconds) for three consecutive months. When the traffic level to and from the Tandem reaches 24 Trunks (*i.e.* 500 busy hour centum call seconds) for three consecutive months, Sprint shall be responsible for the Facilities.

2.1.8 Installation/Provisioning

- 2.1.8.1 Carrier will be responsible for designing, ordering and provisioning all Trunks. Carrier will engineer and maintain the appropriate type of and sizing for Facilities and Trunks according to sound engineering practice.
- 2.1.8.2 Orders from Carrier to SBC-13STATE to establish, add, change, or disconnect Trunks shall be submitted using SBC-13STATE's applicable ordering system.

2.1.9 Design Blocking Criteria

- 2.1.9.1 Forecasting Trunk projections and servicing Trunk requirements for Interconnection Trunk Groups shall be based on the average time-consistent busy hour load of the busy season, determined from the highest twenty (20) consecutive average Business Days. The average grade-of-service for Interconnection final Trunk Groups shall be the industry standard of one percent (1%) blocking, within the time-consistent twenty day average busy hour of the busy season. Trunk projections and requirements shall be determined by using the industry standard Neil Wilkinson B.01M Trunk Group capacity algorithms for grade-of-service Trunk Groups. (Prior to obtaining actual traffic data measurements, a medium day-to-day variation and 1.0 peakedness factor shall be used to determine projections and requirements).
- 2.1.9.2 The engineered blocking objective for common transport Trunk Groups (CTTG) from SBC-13STATE End Office Switches to the access Tandem switch is one-half of one percent (0.5%). The engineered blocking objective for alternate final (AF) Trunk Groups from SBC-13STATE End Office Switches to the local Tandem switch is one percent (1%). The engineered blocking objective for direct Trunk Groups from SBC-13STATE End Office Switches to Carrier's MSC is one percent (1%) for direct final (DF) Trunk Groups and economic centum call seconds for primary high usage groups. The engineered blocking objective for the Trunk Group from the SBC-13STATE Tandem switch to the Carrier's MSC is one percent (1%).
- 2.1.9.3 When Trunks exceed measured blocking thresholds on an average time consistent busy hour for a twenty (20) Business Day study period, the Parties shall cooperate to increase the Trunks to the

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foregoing blocking criteria in a timely manner. The Parties agree that twenty (20) Business Days is the study period duration objective.

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

2.1.11 SBC-13STATE shall transport Land-to-Mobile traffic to Carrier's MSC, or, in the event Carrier has no MSC in the LATA, to Carrier's designated POI within SBC-13STATE Territory within each LATA in the State in which Carrier operates. Carrier may transport traffic in the Mobile-to-Land direction to SBC-13STATE's Tandem. If the traffic between the Carriers Network and any SBC-13STATE End Office meets the CCS equivalent of one DS1 (i.e. 500 busy hour centum call seconds), for three consecutive months the Parties shall, within fifteen (15) calendar days of the occurrence, establish a direct end office Trunk Group (DEOT). DEOTs groups will be established where two-way 2B trunking is available per the DS1 requirement. If the Parties cannot agree, SBC-13STATE reserves the right to restrict provisioning of additional Trunks at the Tandem.

2.1.12 Forecasting

2.1.12.1 Carrier agrees to provide an initial forecast for establishing the initial Interconnection Facilities. Subsequent forecasts shall be provided on a semi-annual basis, not later than January 1 and July 1 in order to be considered in the semi-annual publication of the SBC forecast. These non-binding forecasts should include yearly forecasted Trunk quantities for all appropriate Trunk Groups described in this agreement for a minimum of three years. When the forecast is submitted, the Parties agree to meet and review the forecast submitted by SPCS. As part of the review process, SBC-13STATE will share any network plans or changes with SPCS that would impact the submitted forecast. Parties agree to the use current Industry Standards.

2.2 Trunk Servicing

2.2.1 If a Trunk Group is under 75% of centum call seconds capacity on a monthly average basis for each month of any three consecutive months period, either party may request the issuance of an order to resize the Trunk Group which shall be left with not less than 25% excess capacity. If Carrier adds capacity in anticipation of growth beyond three months, the parties agree to meet and discuss prior to deciding to resize the trunk group. SBC-13STATE may agree to extend the period of underutilization if Carrier can demonstrate the capacity need.

2.2.2 As discussed in this Agreement, both Parties will jointly manage the capacity of CMRS Interconnection Trunk Groups. Either Party may initiate a change

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in Trunk Group provisioning by request. SBC-13STATE will send a Trunk Group Service Request ("TGSR") to Carrier to trigger changes SBC-13STATE desires to the CMRS Interconnection Trunk Groups based on SBC-13STATE's capacity assessment. Carrier will initiate a request by issuing an ASR to SBC-13STATE's Wireless Interconnection Service Center:

- a. Within ten (10) Business Days after receipt of the TGSR, upon review of and in response to Pacific's TGSR;

or

- b. At any time as a result of Carrier's own capacity management assessment, to begin the provisioning process.

2.2.3 Orders that comprise a major project that directly impacts the other Party may be submitted at the same time, and their implementation shall be jointly planned and coordinated. Major projects are those that require the coordination and execution of multiple orders or related activities between and among SBC-13STATE and Carrier work groups, including but not limited to the initial establishment of CMRS Interconnection Trunk Groups and service in an area, designated NXX Code relocations, re-homes, facility grooming, or major network rearrangements.

2.3 Points of Interconnection

2.3.1 As required by Section 251 of the Act, SPCS may interconnect with SBC-13STATE's network at any technically feasible point that is within SBC-13STATE Territory within the LATA. Carrier and SBC-13STATE shall mutually agree on a POI for each Trunk Group utilized to carry traffic between their respective networks.

2.3.1.1 A POI may be located at:

- a. a SBC-13STATE office where the Facilities terminate, typically a Tandem office,
- b. a Carrier's office where the Facilities terminate, or
- c. other, mutually agreeable location.

2.3.2 Unless otherwise mutually agreed, for delivery of traffic over mobile to land or two-way Trunks, the POI shall be established to each SBC-13STATE Tandem switch or End Office Switch where trunking is required under this Agreement.

2.3.3 Unless otherwise mutually agreed, for delivery of traffic over land to mobile Trunks, the POI shall be established to each MSC or Carrier's designated

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point of presence in the LATA that is within SBC-13STATE Territory where trunking is required under this Agreement.

2.4 Per LATA POI Requirement

2.4.1 SPCS acknowledges at this time, that SBC-13STATE is restricted in its ability to pass traffic from one LATA to another under the Act. As a result, SPCS agrees to interconnect to at least one SBC-13STATE facility in each LATA in which it desires to pass traffic to SBC-13STATE for transport and termination within such LATA.

2.5 Incumbent LEC Requirement

2.5.1 The Parties acknowledge that the terms and conditions specified in this Agreement do not apply to the provision of services or Facilities by SBC-13STATE in those areas where SBC-13STATE is not the incumbent LEC.

2.6 Interconnection Methods Available to SPCS

2.6.1 SPCS may provide its own Facilities and transport for the delivery of traffic from its MSC (or other mutually agreed upon point on SPCS's network) to the Interconnection point on SBC-13STATE's network. Alternatively, SPCS may purchase an entrance Facility and transport from a Third Party Provider or from SBC-13STATE for the delivery of such traffic. Rates for entrance Facilities and transport purchased from SBC-13STATE shall be charged at rates equal to that specified in the applicable interstate or intrastate Special Access Tariffs.

2.6.2 SPCS may request virtual collocation from SBC-13STATE at the rates, terms and conditions specified in the appropriate FCC Tariff in the state to which this Agreement shall apply and physical collocation as specified in applicable tariff (or in the absence of an applicable tariff, on an individual case basis). Alternatively, SPCS may collocate at a SBC-13STATE facility with a Third Party Provider with whom SBC-13STATE has already contracted for collocation. When SPCS collocates at a SBC-13STATE facility, it shall provide for the transport of traffic from its network to the appropriate Interconnection point on SBC-13STATE's network pursuant to Section 2.3 above. If SPCS causes SBC-13STATE to build a collocation cage and then SPCS does not use the facility (or all the facility), SPCS shall reimburse SBC-13STATE as if SPCS was using the entire facility.

2.6.3 SPCS may request SONET based services pursuant to tariff. These services are available only pursuant to tariff and not subject to this Agreement.

2.7 Interconnection Methods Available to SBC-13STATE

2.7.1 SPCS and SBC-13STATE may share SPCS's Interconnection Facilities at rates developed on a shared facilities basis, *i.e.* charges will be shared by the

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Parties based on a proportional (percentage) basis as specified in Appendix PRICING.

2.8 Technical Requirements and Standards

- 2.8.1 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.
- 2.8.2 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. The Parties will be solely responsible, at their own expense, for the overall design of their Telecommunications Services and for any redesigning or rearrangement of their Telecommunications Services which may be required because of the other Party's modifications, including, without limitation, changes in Facilities, operations or procedures, minimum network protection criteria, or operating or maintenance characteristics of Facilities. To the extent such redesign or rearrangement requires changes or arrangements not contemplated by this Agreement, the Parties will negotiate appropriate changes or arrangements.
- 2.8.3 Nothing in this Agreement shall prohibit SPCS from enlarging its CMRS network within the MTAs covered by this Agreement through management contracts with third parties for the construction and operation of a CMRS system under the Sprint PCS brand name. Traffic originating on such extended network within the MTAs covered by this Agreement shall be treated as SPCS's traffic under the terms and conditions of this Agreement. SPCS shall provide SBC-13STATE notice of the following information for any such contracted third parties within a reasonable time after contracting with such third party: the legal name of the third party, a contact name and number, the ACNAs (and name associated with such ACNA) for orders placed by such party, and the geographic area to be served by such party.

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

- 3.1 This Section provides the terms and conditions for the exchange of traffic between the Parties' respective networks, over CMRS Interconnection Trunks, for the transmission and routing by the Parties of Local Traffic and Transiting Traffic.

3.2 Routing

3.2.1 SPCS to SBC-13STATE Routes

3.2.1.1 SPCS shall be responsible for the delivery of traffic from its network to the appropriate POI for the transport and termination of such traffic by SBC-13STATE to a SBC-13STATE End User Customer or for delivery by SBC-13STATE to a subtending Third Party Provider or an IXC.

3.2.2 SBC-13STATE to SPCS Routes

3.2.2.1 SBC-13STATE shall be responsible for the delivery of traffic from its network to the appropriate POI for the transport and termination of such traffic by SPCS.

3.2.3 SBC-13STATE will not deliver calls destined to terminate at a Carrier MSC via another Telecommunications Carrier Tandem switch. Further, where Carrier's dedicated NXX Codes subtend another Telecommunications Carrier's Tandem switch, the Parties will establish trunking directly between SBC-13STATE's Tandem switch and Carrier's MSC for the completion of land-to-mobile calls destined to terminate to such NXXs. In LATAs where other Telecommunications Carriers have Tandem switches, it is the responsibility of Carrier to negotiate interconnection and compensation arrangements directly with those Carriers. SBC-13STATE will complete land-to-mobile calls destined to terminate at a subtending CMRS MSC regardless of the call's originating Telecommunications Carrier; however, in delivering such calls, SBC-13STATE has no responsibility for traffic delivered through another Telecommunications Carrier's Tandem switch to SBC-13STATE's Tandem switch destined for Carrier's dedicated NXX Codes.

3.2.4 Transiting Traffic

3.2.4.1 Transiting Service will be provided by SBC-13STATE. SBC-13STATE's Transiting Service allows Carrier (a) to send traffic to a Third Party Provider network through SBC-13STATE's Tandem switch and (b) to receive traffic from a Third Party Provider network through SBC-13STATE's Tandem switch. Carrier is responsible for payment of the appropriate SBC-13STATE Transiting Service rates on Transit Traffic originating on its network delivered to SBC-13STATE. SBC-13STATE's Transiting Service rate is only applicable when calls do not originate with (or terminate to) SBC-13STATE's End User Customer. The rates that SBC-13STATE shall charge for Transiting Service are specified in Appendix – Pricing (Wireless).

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Carrier shall deliver traffic to be handled by SBC-13STATE's Transiting Service to SBC-13STATE's Tandem switch(es).

3.2.4.2 **Third Party Provider Arrangements.** Carrier shall establish billing arrangements directly with any Third Party Provider Telecommunications Carriers to which it may send traffic by means of SBC-13STATE's Transiting Service. In the event that Carrier does send traffic through SBC-13STATE's network to a Third Party Provider Telecommunications Carrier with whom Carrier does not have a traffic interchange agreement, and such Third Party Provider Telecommunications Carrier makes a Claim against SBC-13STATE for compensation, SBC-13STATE will advise both Carrier and the Third Party Provider Telecommunications Carrier that they need to resolve the matter between themselves. If SBC-13STATE does so, then Carrier will indemnify SBC-13STATE for any termination charges SBC-13STATE subsequently is ordered by a regulatory agency or court to pay such Third Party Provider Telecommunications Carrier for such traffic, and for any billing and collection costs, and attorneys' fees related to those termination charges. In the event of any such proceeding, SBC-13STATE agrees to allow Carrier to participate as a party.

3.2.4.3 When the Carrier is notified that there is more than a DS1's worth of traffic to any Third Party Provider, then the Carrier will use best effort to effect an direct interconnection arrangement with the Third Party Provider (subtending LEC) of concern within 135 calendar days. Except for overflow traffic that is mutually agreed to by the Parties, once direct trunk groups are established between Carrier and the subtending Third Party Provider switch, Carrier will cease routing Transit Traffic through SBC-13STATE Tandem to such Third Party Provider switch.

3.2.5 In determining the number of minutes of use subject to Reciprocal Compensation, SBC-13STATE and SPCS shall use actual call data to determine jurisdiction and originating carrier. When recorded billing data is not sufficiently available to SPCS to determine the jurisdiction and originating carrier of land to mobile traffic, SPCS will not default bill SBC-13STATE Reciprocal Compensation for such traffic.

3.2.6 **Non-Transit Traffic.** Carrier shall not route over the Interconnection Trunks provided herein terminating traffic from an IXC destined for an SBC-13STATE End Office Switch. Carrier shall not deliver traffic to SBC-13STATE under this Agreement from a non-CMRS Telecommunications Carrier.

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3.2.7 Non-Transit Traffic. Carrier shall not route over the Interconnection Trunks provided herein terminating traffic from a third party IXC destined for an End Office Switch in SBC-13STATE Territory.

3.2.8 Direct Connect. Where SBC-13STATE has in place direct Trunks employing Type 2A interface to a Carrier MSC, SBC-13STATE shall use reasonable efforts not to, but may deliver calls destined to terminate at that Carrier MSC via another Telecommunications Carrier's Tandem switch.

3.2.9 One-way Provisioning

3.2.9.1 Should the provisioning of CMRS Interconnection Trunks on a one-way basis be required, due to equipment or billing limitations, each Party shall be responsible for the delivery of traffic from its network to the POI of the other Party (e.g., SBC-13STATE's Tandem/End Office Switch and/or Sprint PCS MSC). For land to mobile traffic the POI is located at SPCS's MSC or point of presence within SBC-13STATE Territory. For mobile to land traffic, the POI is located at SBC-13STATE's switch or as otherwise mutually agreed to by the Parties.

3.3 Reciprocal Compensation

3.3.1 Rates

3.3.1.1 The Parties shall provide each other Reciprocal Compensation for the transport and termination of Local Traffic at the rates specified in Appendix PRICING (Wireless). SBC-13STATE shall compensate SPCS for the transport and termination of Local Traffic originating on SBC-13STATE's network; SPCS shall compensate SBC-13STATE for the transport and termination of Local Traffic originating on SPCS's network.

3.3.2 Exclusions

3.3.2.1 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:

3.3.2.1.1 interMTA traffic;

3.3.2.1.2 Transiting Traffic;

3.3.2.1.3 Non CMRS traffic (traffic that is not intended to originate or terminate to a mobile station using CMRS frequency); e.g., for the purposes of this Agreement, a call intended to terminate to a mobile station using CMRS frequency that is routed to voice mail because

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the call cannot be completed to such mobile station shall be treated as CMRS traffic;

3.3.2.1.4 Toll-free calls (*e.g.*, 800/888), 500 and 700 calls;

3.3.2.1.5 Paging Traffic;

3.3.2.1.6 Information Services Traffic (900); and,

3.3.2.1.7 Any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission.

3.3.3 Measuring Calls as Local Traffic

3.3.3.1 In order to measure whether traffic comes within the definition of Local Traffic for the purposes of calculating reciprocal compensation, the Parties agree to the following:

3.3.3.1.1 For Land to Mobile traffic, the origination point of a call shall be the SBC-13STATE Central End Office Switch that serves the calling party at the beginning of the call, and the termination point shall be Carrier's cell site/base station, which serves the called party at the beginning of the call.

3.3.3.1.2 For Mobile to Land traffic, the origination point of a call shall be the Carriers' cell site/base station that serves the calling party at the beginning of the call, and the termination point shall be SBC-13STATE Central End Office Switch, which serves the called party at the beginning of the call.

3.3.4 The Parties agree that ISP traffic between them, if any, is presently *de minimis*; however, should intercarrier ISP traffic become greater than *de minimis*, it will be treated for compensation purposes at the same rate and rate structure as Local Calls. No additional or separate measurement or tracking of ISP bound traffic shall be necessary.

3.3.5 Conversation MOU

3.3.5.1 For purposes of billing compensation for the interchange of Local Traffic, billed minutes will be based upon Conversation MOU. Conversation MOU will be determined from actual usage recordings. Conversation MOU begins when the originating Party's network receives Answer Supervision and ends when the originating Party's network receives Disconnect Supervision.

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3.4 Billing And Recording

- 3.4.1 Each Party will record its terminating minutes of use for all intercompany 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 End User 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.

4. TERMS AND COMPENSATION FOR USE OF FACILITIES

- 4.1 Each Party shall be responsible for providing its own or leased transport Facilities to route calls to and from the POI. Each Party may construct its own Facilities, it may purchase or lease these Facilities from a third party, or it may purchase or lease these Facilities from the other Party, if available, pursuant to tariff or separate contract. Facilities between the Parties' respective networks will not be provided pursuant to this Agreement.
- 4.2 The following shall apply solely for Facilities dedicated for transport of Interconnection traffic.
- 4.2.1 Each Party reserves the right to discontinue the use, for delivering Interconnection traffic from its network, of all, or a portion, of the Facilities provided by the other Party. This provision does not negate any obligations either Party may have regarding such Facilities, such as, but not limited to term and notice provisions. Nothing herein will obligate SBC-13STATE to utilize Facilities obtained from a Third party Provider. However, should SBC-13STATE agree to share in the cost of Third Party Provider Facilities within SBC-13STATE Territory based on percentage of traffic, the reimbursement rate to Carrier will not exceed SBC-13STATE tariffed rates.
- 4.2.2 SPCS and SBC-13STATE may share Interconnection Facilities (e.g. T1) and those Facilities shall be charged at rates equal to that specified in the applicable interstate or intrastate Special Access Tariffs. Charges will be shared by the Parties based on their proportional (percentage) use of such Facilities as specified in Appendix PRICING.
- 4.2.3 SBC-13STATE may provide its own Facilities and transport for the delivery of traffic from its network to SPCS's network that is within SBC-13STATE Territory. Alternatively, SBC-13STATE may purchase an entrance Facility and transport from a third party, or from SPCS, for the delivery of such traffic. Rates for entrance Facilities and transport purchased from SPCS will be developed on an individual case basis not to exceed the Access Tariff Rates.
- 4.2.4 SPCS and SBC-13STATE may share SPCS's Interconnection Facilities at rates developed on an individual case basis. Charges will be shared by the

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Parties based on a proportional (percentage) basis as specified in Appendix PRICING.

- 4.2.5 Originating Party Uses Terminating Party's Facilities. Where SBC-13STATE and SPCS mutually agree to maintain a two way trunk group, the cost of such provision shall be mutually shared based on the percentage of traffic carried over that two way trunk group by each of the parties.

4.2.5.1 Where SPCS has purchased high bandwidth facilities (e.g., DS3 and above) for multiple uses, SPCS will make available these facilities, for trunking and Interconnection, to SBC-13STATE. If SBC-13STATE chooses to use such high bandwidth facilities for trunking and Interconnection, SPCS will charge SBC-13STATE a proportionate share of the cost of the high bandwidth facilities. SPCS shall bill and SBC-13STATE shall pay SPCS at a rate representative of a DS1 equivalent based upon each 200,000 MOUs of SBC-13STATE originated traffic over such high bandwidth facilities within a single month and based upon SPCS's actual cost of a DS1 on such high bandwidth facilities, not to exceed SBC-13STATE's tariffed rates.

4.2.5.2 Carrier's rate is specified in Appendix Pricing. This rate is Carrier-specific; any other carrier adopting this Agreement must supply its own Carrier-specific data to support its rate. The amount of SBC-13STATE originated traffic shall be based upon actual measurements.

- 4.2.6 Originating Party Provides Its Own Facilities. When a Party uses its own Facilities and/or Trunks (either through self provisioning, or through the purchase of Facilities from the other Party or from third parties) to deliver one-way Interconnection traffic originating on its network to the POI located at either the MSC or point of presence within SBC-13STATE Territory or SBC-13STATE Tandem/End Office switch, such Party shall provide such Facilities and/or Trunks at its sole cost and expense.

- 4.2.7 Originating Party Uses Terminating Party's Facilities. When a Party uses Facilities and/or Trunks dedicated to the transmission of Authorized Services traffic between the Parties' two networks, which are provided by the other Party (either through self provisioning, or through the purchase of Facilities from the other Party or from third parties), to deliver Interconnection traffic originating on its network, and such Facilities and/or Trunks are shared by the Parties, such Party will reimburse the other Party for a proportionate share of the cost of Facilities and/or Trunks incurred by the other Party under this Agreement.

4.2.7.1 If either Party can measure the actual amount of traffic delivered to it over such Facilities and/or Trunks at any time during the Term

hereof, the Parties will negotiate in good faith compensation arrangements for the allocation of the applicable Facilities and/or Trunks costs. SBC-13STATE's use of such Facilities is equal to the amount of traffic originated on its network and terminated on Carrier's network; Carrier's use of such Facilities and/or Trunks is the sum of the following: (1) the amount of traffic originated on Carrier's network delivered to SBC-13STATE's network, and (2) the amount of Transit Traffic delivered to Carrier's network by SBC-13STATE.

- 4.2.7.2 If neither Party can measure the actual amount of traffic delivered to it over such Facilities and/or Trunks during the Term hereof, the Party, who is delivering Interconnection traffic originating on its network through Facilities and/or Trunks provided by the other Party, shall pay to the other Party providing such Facilities and/or Trunks the costs of such Facilities and/or Trunks times the difference of 1 minus the Shared Facility Factor set forth in Appendix – Pricing (Wireless); provided, however, that either Party may submit to the other Party a traffic study, a reasonable estimate of its traffic with supporting justification for such estimate, and/or other network information in complete and appropriate form (determined in good faith) ("Shared Facility Information") that the Parties will use to negotiate in good faith a different Carrier-specific Shared Facility Factor. In computing the Shared Facility Factor, the amount of traffic originating on SBC-13STATE network delivered to Carrier's network shall be compared to the sum of the following: (1) the amount of traffic originating on Carrier's network delivered to SBC-13STATE's network, and (2) the amount of Transit Traffic delivered to Carrier's network by SBC-13STATE. The Shared Facility Information must be Carrier-specific and relate to Carrier's network in the State; it shall not be based on industry average data or the data of other Telecommunications Carriers. If such Shared Facility Information is provided within ninety (90) Days after the date this Agreement is executed by duly authorized representatives of both Parties, then any Carrier-specific Shared Facility Factor derived using such Shared Facility Information shall be effective as of the date on which the Shared Facility Information was provided in complete and appropriate form (determined in good faith) to the other Party, but no earlier than the Effective Date of this Agreement; otherwise, the Carrier-specific Shared Facility Factor will be effective as of the date the Shared Facility Information was provided in complete and appropriate form (determined in good faith) to the other Party. Any Carrier-specific Shared Facility Factor that becomes effective during the initial Term of the Agreement will remain in effect during the initial Term of the Agreement.

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4.2.8 Special Requests

- 4.2.8.1 All requests for services covered by this Agreement (i) 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 this Agreement, shall be handled in accordance with applicable tariffs.

4.3 Signaling

- 4.3.1 Type S: A physical SS7 dedicated Signaling Link connection between SBC-13STATE's network and SPCS's network, utilized to exchange SS7 ISUP and SS7 TCAP messages to support the applications to be provided between networks.

- 4.3.2 SBC-13STATE will provide, at SPCS's service order request to purchase SS7 connectivity to SBC-13STATE SS7 signaling network, Signaling System 7 ("SS7") in order to allow out of band signaling in conjunction with the exchange of traffic between the Parties' respective networks. SS7 Signaling is SBC-13STATE's preferred method for signaling. Where multi-frequency signaling is currently used, the Parties agree to use their best efforts to convert to SS7. If SS7 services are provided by SBC-13STATE, they will be provided in accordance with Appendix – SS7 (Wireless). Where multi-frequency signaling is currently used, the Parties agree, below, to Interconnect their networks using multi-frequency ("MF") or ("DTMF") signaling, subject to availability at the End Office Switch or Tandem switch at which Interconnection occurs. The Parties acknowledge that the use of MF signaling may not be optimal. SBC-13STATE will not be responsible for correcting any undesirable characteristics, service problems or performance problems that are associated with MF/SS7 inter-working or the signaling protocol required for Interconnection with Carrier employing MF signaling.

- 4.3.2.1 Parties directly or, where applicable, through their third-party provider, will cooperate on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate interoperability of CCS-based features between their respective networks, including all CLASS Features and functions, to the extent each Party offers such features and functions to its End User Customers. All CCS signaling parameters will be provided including, without limitation, calling party number ("CPN"), originating line information ("OLI"), calling party category and charge number.

- 4.3.2.2 SPCS shall, or Carrier's third-party SS7 provider shall, connect to each Local STP pair where SPCS Local ISUP is performed.

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

5. NPA-NXX

- 5.1 Each NPA-NXX associated with a Trunk Group using a Type 2A Interconnection Trunk Group must be associated with a SBC-13STATE Tandem. Carrier will home its NPA-NXXs to the Tandem that serves the geographic area for the V&H Coordinate assigned to the NXX.
- 5.2 All terminating traffic delivered by Carrier to a Tandem switch destined for publicly dialable NPA-NXXs that do not home on that Tandem switch is misrouted. SBC-13STATE shall provide notice to Carrier pursuant to the "Notices" provisions of this Agreement that such misrouting has occurred. In the notice, Carrier shall be given thirty (30) Days to cure such misrouting. In the event that Carrier does not cure the problem within the thirty (30) Day period, SBC-13STATE shall bill and Carrier will pay, in addition to any other normal usage charges, a misroute surcharge that is equal to the rate for end office termination (Type 2B rate).
- 5.3 The Parties shall deliver all traffic destined for the other Party's network in accordance with the serving arrangements defined in the LERG except when Carrier's MSC serves NPA-NXXs, some of which home on a SBC-13STATE Tandem switch, and some of which home on a non-SBC-13STATE Tandem switch. In this case, SBC-13STATE may establish Facilities and Trunks directly between SBC-13STATE's Tandem switch and Carrier's MSC for the completion of all SBC-13STATE to Carrier calls destined to terminate to such NXXs.
- 5.4 It is the responsibility of Carrier to negotiate Interconnection and traffic transport and termination arrangements directly with other Telecommunications Carriers. SBC-13STATE will deliver all calls destined to Carrier regardless of the Telecommunications Carrier originating the call. Other than delivering the call, SBC-13STATE has no responsibility for traffic routed through another Telecommunications Carrier's network to SBC-13STATE's Tandem switch destined for Carrier's MSC.
- 5.5 Intercept Arrangements
- 5.5.1 The Parties shall provide voice intercept recorded announcement and/or distinctive tone signals to the calling Party when a call is directed to a number within one of its NXX Code(s) that has not been assigned to an End User Customer. When either Party's network is not able to complete a call because of a malfunction in the other's network or other equipment, the Parties will, when possible, either divert the call to an operator or provide a

recorded announcement to the calling party advising that the call cannot be completed. Wherever a call is directed to a voice intercept recorded announcement by the terminating Party, the terminating Party shall not provide Answer Supervision.

6. TRANSMISSION AND ROUTING OF AND COMPENSATION FOR EXCHANGE ACCESS SERVICE PURSUANT TO SECTION 251(c)(2)

6.1 This Section 6 provides the terms and conditions for the exchange of traffic between SPCS' End User Customers and SBC-13STATE's End User Customers for the transmission and routing of and compensation for switched access traffic.

6.2 IXC Traffic

6.2.1 All traffic between Carrier and the SBC-13STATE Access Tandem or combined local/Access Tandem destined to be routed to, or that has been routed from, an interexchange carrier ("IXC") shall be transported over an Equal Access Trunk Group separate from the local Interconnection Trunk Group. This Equal Access Trunk Group will be established for the transmission and routing of all traffic between Carrier's End User Customers and IXCs via a SBC-13STATE Access Tandem or combined local/Access Tandem. Carrier is solely financially responsible for the Facilities, termination, muxing, trunk ports and any other equipment used to provide such Equal Access Trunk Groups.

6.3 Traffic Subject to Access Charges

6.3.1 Terminating Switched Access Traffic

6.3.1.1 All Terminating Switched Access Traffic is subject to the rates, terms and conditions set forth in SBC-13STATE's Federal and/or State Access Service tariffs and payable to SBC-13STATE.

6.3.1.2 Terminating Switched Access traffic shall not be routed over local Interconnection or Equal Access Trunk Groups. Carrier represents that it currently routes its Terminating Switched Access Traffic to an IXC and therefore, the IXC delivers Carrier's Terminating Switched Access Traffic to Telco pursuant to Federal and/or State Access Service Tariffs.

6.3.1.3 Notwithstanding any other provision of this Agreement, for all traffic sent over local Interconnection or Equal Access Trunk Groups determined by SBC-13STATE to be terminating switched access, based on sample data from Telco network studies, SBC-13STATE is authorized to charge, and Carrier will pay, the Terminating IntraLATA InterMTA traffic rate stated in Appendix Pricing –

Wireless, for such traffic retroactively for such time period as provided for in Section 7.2.7.1 for charges arising pursuant to this Agreement. Carrier will work cooperatively with Telco to identify and reroute any inadvertent terminating switched access traffic over local Interconnection Trunks.

6.3.2 Terminating IntraLATA InterMTA Traffic

6.3.2.1 This traffic is routed over the local Interconnection Trunks within the LATA. Carrier can terminate Terminating IntraLATA InterMTA Traffic to Telco using local Interconnection Trunks, subject to the compensation method described in Section 6.3.2.2.

6.3.2.2 For the purpose of compensation between SBC-13STATE and Carrier under this Agreement, Terminating IntraLATA InterMTA Traffic is subject to the rates and percentages stated in Appendix Pricing – Wireless. For traffic that, at the beginning of the call: (a) originates on Carrier's network and terminates in the same LATA; (b) is sent from the mobile unit of Carrier's End User Customer connected to Carrier's Cell Site located in one MTA; and (c) is terminated on Telco's network in another MTA, SBC-13STATE shall charge and Carrier shall pay the rate stated in Appendix Pricing – Wireless for all Terminating IntraLATA InterMTA Traffic terminated to SBC-13STATE's End User Customers.

6.3.2.3 As of the Effective Date, the Parties cannot accurately measure the amount of Terminating IntraLATA InterMTA Traffic on a real time basis. Therefore, the Parties have agreed to apply the Carrier-specific, State specific Terminating IntraLATA InterMTA percentage stated in Appendix Pricing – Wireless, which is based upon appropriate Carrier-specific, State specific information (i.e., Carrier-specific, State-specific network engineering information; a Carrier-specific, State-specific InterMTA traffic study; and/or other Carrier-specific, State-specific data/information in complete and appropriate form, as determined in good faith). The Terminating IntraLATA InterMTA percentage shall be applied to the total minutes terminated to SBC-13STATE's End User Customers over Carrier's local Interconnection Trunks. The Terminating IntraLATA InterMTA percentage may be revised, but no more frequently than once every twenty-four (24) months, using the following procedure: (1) either Party may provide notice to the other Party that it wishes to renegotiate the Terminating IntraLATA InterMTA percentage; (2) within thirty (30) Days of the other Party's receipt of such notice, the Parties shall commence good faith negotiations, based upon Carrier-specific, State-specific information as described above, to establish a new mutually agreeable Terminating IntraLATA InterMTA percentage; and, (3) good faith negotiations shall be completed and the Amendment to the Agreement reflecting such new percentage, if

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any, shall be filed with the Commission within one-hundred twenty (120) Days of the above-mentioned receipt of notice.

6.3.3 Originating Landline to CMRS Switched Access Traffic

6.3.3.1 This traffic is routed over the local Interconnection Trunks.

6.3.3.2 For the purpose of compensation between SBC-13STATE and Carrier under this Section, Originating Landline to CMRS Switched Access Traffic is subject to the Originating Landline to CMRS Switched Access Traffic rates and percentages stated in Appendix Pricing – Wireless. For traffic that, at the beginning of the call: (a) originates on Telco's network in one MTA; and, (b) is delivered to the mobile unit of Carrier's End User Customer connected to a Cell Site in another MTA, SBC-13STATE is authorized to charge and Carrier shall pay the Originating Landline to CMRS Switched Access Traffic rates and percentages as set forth in Appendix Pricing – Wireless on a per MOU basis for such traffic. Carrier shall not charge and SBC-13STATE shall not pay reciprocal compensation for Originating Landline to CMRS Switched Access Traffic.

6.3.3.3 As of the Effective Date, the Parties cannot accurately measure the amount of Originating Landline to CMRS Switched Access Traffic on a real time basis. Therefore, the Parties have agreed to negotiate in good faith for the purpose of establishing a mutually agreeable Carrier-specific, State-specific Originating Landline to CMRS Switched Access traffic percentage, based upon Carrier-specific, State specific information. The duty to negotiate in good faith shall continue until a CMRS Switched Access traffic percentage is established.

If Parties cannot negotiate, execute and file an amendment to this Agreement establishing an Originating Landline to CMRS Switched Access percentage within thirty (30) Days of the execution of this Agreement, SBC-13STATE may request that Carrier provide a traffic study to determine an Originating Landline to CMRS Switched Access percentage.

Due to the multiple studies that may be requested by the multiple SBC-13STATEs after the execution of this Agreement, the Parties agree to the following timeframes within which Carrier shall provide Originating Landline to CMRS Switched Access percentage traffic studies:

For one (1) study – Carrier shall provide to SBC- 13STATE within 60 Days after receipt of request.

For two (2) - up to four (4) studies – Carrier shall provide up to four (4) studies to SBC-13STATE within one hundred and twenty (120) Days after receipt of request.

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For five (5) – up to seven (7) studies - Carrier will provide to SBC-13STATE based upon a mutually agreed upon timeframe, but not to exceed one hundred and eighty (180) Days.

For eight (8) or more studies, the Parties agree that Carrier will provide such studies to SBC-13STATE on a mutually agreed upon schedule.

Once a request for a traffic study/studies has been made by SBC-13STATE(s), SBC-13STATE(s) shall not make any subsequent requests until the initial study/studies has been completed.

The Originating Landline to CMRS Switched Access traffic percentage will be calculated from the Parties' records based on the location of the Cell Site, if applicable, to which the Carrier's End User Customer's mobile unit is connected at the beginning of the call.

These records will be obtained from the Carrier's databases. If a study is requested, Carrier agrees to provide a Carrier-specific, State-specific traffic study to SBC-13STATE within the agreed upon time frame as set forth above. The Carrier-specific, State-specific traffic study will be provided for the State in which the percentage is to be applied. The percentage will be based on the following formula:

SBC-13STATE originated MOU delivered by SBC-13STATE to Carrier's network that terminate InterMTA divided by all SBC-13STATE originated MOU delivered by SBC-13STATE to Carrier's network.

The Parties agree to work cooperatively towards a mutually acceptable Originating Landline to CMRS Switched Access percentage.

(a) Mutually agreed audit: The Parties may, in good faith, attempt to retain a mutually acceptable third party independent auditor who shall be allowed to conduct an audit of the Parties' records (to obtain and verify the necessary data and to calculate the Originating Landline to CMRS Switched Access traffic percentage, based upon the formula stated above). The Parties shall share the costs of the third-party independent auditor equally.

(b) SBC-13STATE audit: If the Parties have not mutually agreed on an acceptable third-party independent auditor, as provided in paragraph (a) above, SBC-13STATE may, in its sole discretion, select a qualified independent auditor to conduct the third-party audit. Upon the selection of the independent auditor, SBC-13STATE shall notify Carrier it has made its selection pursuant to this paragraph. The cost of the independent auditor conducting the SBC-13STATE audit shall be conducted at SBC-13STATE expense.

(c) The Parties shall fully cooperate with the selected third-party auditor to allow expeditious completion of the audit.

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(d) The auditor's determination shall be a binding determination of the Originating Landline to CMRS Switched Access traffic percentage, using the formula outlined above, unless either Party, within thirty (30) Days of the auditor's final report, invokes Dispute Resolution procedures disputing the auditor's determination.

(e) Within thirty (30) Days of the determination of the Originating Landline to CMRS Switched Access percentage as provided above, the Parties shall file an appropriate amendment to the Agreement reflecting the Originating Landline to CMRS Switched Access percentage.

(f) Except as provided in this paragraph (f), the Originating Landline to CMRS Switched Access percentage shall remain in effect for the Term of the Agreement. The Parties agree that neither a traffic study nor an audit shall be requested more frequently than once every twenty-four (24) months in the State. Notwithstanding the foregoing, the Parties agree that they may mutually agree to establish a new Originating Landline to CMRS Switched Access percentage at any time after the initial term, but no more frequently than once every twelve (12) months.

(g) The Originating Landline to CMRS Switched Access percentage shall be applied to the total minutes originated by SBC-13STATE's End User Customers delivered to Carrier's network over Carrier's local Interconnection Trunks. If Carrier is capable of accurately filtering Originating Landline to CMRS Switched Access traffic from total minutes originated by SBC-13STATE's End User Customers delivered to Carrier's network over Carrier's local Interconnection Trunks, Carrier shall exclude Originating Landline to CMRS Switched Access traffic from its reciprocal compensation billings to SBC-13STATE and the Originating Landline to CMRS Switched Access percentage shall not be applied to reduce minutes used to calculate such reciprocal compensation billings; otherwise, Carrier shall apply the Originating Landline to CMRS Switched Access percentage to reduce the minutes used to calculate its reciprocal compensation billings to SBC-13STATE.

(h) If no Carrier-specific, State-specific Originating Landline to CMRS Switched Access percentage is established as of the Effective Date, the Parties shall true-up affected reciprocal compensation and Originating Landline to CMRS Switched Access charges to the Effective Date within thirty (30) Days of filing an amendment to this Agreement establishing such percentage, as provided above.

7. ADDITIONAL ORDERING AND BILLING PROVISIONS

7.1 Ordering

7.1.1 Due dates for the installation or conversion of Trunk Groups covered by this Agreement shall be based on SBC-13STATE's standard Switched Access intervals or mutual agreement of the Parties in accordance with the availability of facilities and equipment.

7.1.1.1 The Parties recognize that Special Requests may be made of the other Party pursuant to Section 4.2.8 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.

7.1.1.2 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.

7.2 Billing

7.2.1 Each Party will record its terminating minutes of use including identification of the originating and terminating NXX for all traffic exchanged between the Parties over Trunk Groups for purposes of providing invoices to the other Party pursuant to this Agreement. 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 End Users Customer.

7.2.2 The Parties will exchange billing information on a monthly basis based on a mutually agreed schedule. SBC-13STATE will prepare its bill in accordance with its existing billing systems. SPCS will prepare its bill in accordance with the now current OBF (CABS BOS) industry standards. The Parties will make an effort to conform to current and future OBF (CABS BOS) standards, insofar as is reasonable. The Parties agree to pay to each other all undisputed charges due each other within thirty (30) days of the date the statement was rendered (bill date) for those charges. If any portion of an amount due to a Party is subject to a bona fide dispute between the Parties, the disputing Party shall, within 30 days after the bill due date, give written notice to the billing Party of the amounts it disputes, the specific details and reasons for disputing each item. The Parties will attempt to resolve the issues related to the disputed amounts in the normal course of business prior to invoking the dispute resolution processes described in Section 17.

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- 7.2.3 Usage-sensitive charges hereunder shall be billed monthly in arrears by both Parties.
- 7.2.4 All non-usage-sensitive monthly charges shall be billed by SBC-13STATE monthly in advance, except those charges due for the initial month, or a portion of the initial month during which new items are provided, will be included in the next bill rendered.
- 7.2.5 All Facilities charges owed to Carrier by SBC-13STATE under Section 4, shall be billed by Carrier to SBC-13STATE thirty (30) Days following receipt by Carrier of SBC-13STATE's invoice.
- 7.2.6 Late Charges
- 7.2.6.1 Bills will be considered past due 31 days after the bill date or by the next bill date (*i.e.*, same date as the bill date in the following month), whichever occurs first, and are payable in immediately available funds.
- 7.2.6.2 If the 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 an amount equal to the charges in SBC-13STATE's interstate access service tariffs.
- 7.2.7 Backbilling/Backcrediting
- 7.2.7.1 Backbilling. Charges for all services provided pursuant to this Agreement may be billed by the billing Party for up to nine (9) months after the initial date service was furnished, but in no event shall backbilling pursuant to this Agreement occur for services provided prior to the Effective Date of this Agreement. This Section shall not apply to backbilling that would be appropriate where changes are not evident other than through an audit pursuant to "Verification Reviews" provisions of this Agreement.
- 7.2.7.2 Backcredits. Either Party may request credit for any billing by the other Party pursuant to this Agreement up to nine (9) months after the date of the bill on which the service or Facility was billed, but in no event shall such requests pursuant to this Agreement occur for services provided prior to the Effective Date of this Agreement. Any such request will be in writing and contain sufficient detail to allow the other Party to properly investigate the request. If the request for credit leads to a billing dispute, such dispute shall be handled in accordance with Section 17. This Section 7.2.7.2 shall not apply to requests for credit in the following situations: when the true-ups are provided for in this Agreement, or where changes are

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not evident other than through an "Verification Reviews" pursuant to Audits provisions of this Agreement.

- 7.2.7.3 Tariffed Items. Where charges specifically refer to tariffed charges, then those tariffed charges and those alone shall be deemed amended to conform to any modifications that may hereafter occur to the tariff rates for such equivalent Facilities and arrangements. Such amendments shall become effective upon the effective date of tariff modification.

7.3 Miscellaneous Nonrecurring Charges

7.3.1 Maintenance of Service Charge

- 7.3.1.1 SPCS obtains from SBC-13STATE Interconnection Facilities. The maintenance of these Facilities by SBC-13STATE, via this contract, requires isolation of both SBC-13STATE's and SPCS's equipment and Facilities for testing purposes. Both SBC-13STATE and SPCS believe that because each is a responsible and regulated communications common carrier, each should be responsible for isolating and clearing troubles on its own system.
- 7.3.1.2 SPCS and SBC-13STATE recognize that maintenance charges need not be applied if each carries out its proper function and has therefore agreed to implement, on a trial basis, a procedure which will eliminate these charges.
- 7.3.1.3 Under this procedure when discovering trouble in its service, SBC-13STATE or SPCS will respond to the trouble reported by isolating the problem to its own or the other's system. Each will clear the trouble in its own system prior to handing off the trouble to the other. However, if either Party feels that the other is abusing the trouble reporting system and causing the other unreasonable or inordinate time and expense to find troubles which are ultimately determined to be in the reporting Party's system, the aggrieved Party may institute a maintenance charge, in accordance with the following procedure.
- 7.3.1.4 Should one Party believe that the other is not carrying out its responsibilities to isolate and clear troubles on its own system prior to reporting troubles to the other, the aggrieved Party should notify the other in writing that the accepted trouble reporting practices and procedures are being abused, with specific illustration of the abuse, and that the aggrieved Party intends to invoke this provision to authorize the Parties to assess maintenance charges where appropriate.

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7.3.1.5 Upon receipt of the written notice by the other Party, both Parties will meet as soon as possible to review the problem and take corrective action.

7.3.1.6 If the Parties are unable to resolve the dispute, the aggrieved Party will give written notice that it intends to invoke this provision by a specific date, but not less than ten (10) Days from the date of such notice.

7.3.2 Charges for miscellaneous other items such as Service Establishment, Change in Service Arrangement, Changes in Trunk interfaces, Additional Engineering, Additional Labor Charges, Access Order Charge, Design Change Charge, Service Date Change Charge, ACNA, Billing Account Number (BAN) and Circuit Identification Change Charges are governed by SBC-13STATE's applicable interstate Access Services tariff.

8. NETWORK MAINTENANCE AND MANAGEMENT

8.1 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. SBC-13STATE will provide non-discriminatory maintenance intervals that are consistent with the like type services which it provides to itself.

8.2 Network Management Controls

8.2.1 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.

8.2.2 Any Party may use or request protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic to or from each other's network, when required to protect the public switched network from congestion due to Facility failures, switch congestion, or failure or focused overload. The Parties will immediately notify each other of any protective control action planned or executed.

8.2.3 Where the capability exists, originating or terminating traffic reroutes may be implemented by any Party to temporarily relieve network congestion due to Facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal Trunk servicing. Expansive controls will only be used when the Parties mutually agree.

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- 8.2.4 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, in order to prevent or mitigate the impact of these events on the public switched network.
- 8.2.5 Carrier shall acknowledge calls in accordance with the following protocols.
- 8.2.5.1 Carrier will provide a voice intercept announcement or distinctive tone signals to the calling party when a call is directed to a number that is not assigned by Carrier.
- 8.2.5.2 Carrier will provide a voice announcement or distinctive tone signals to the calling party when a call has been received and accepted by Carrier's MSC.
- 8.2.5.3 Carrier and SBC-13STATE will work cooperatively to install and maintain a reliable network. Carrier and SBC-13STATE 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 and such other information as the Parties shall mutually agree) to achieve this desired reliability.
- 8.2.6 When Carrier's MSC is not able to complete calls because of a malfunction in the MSC or other equipment, Carrier will either divert the call to its operator, or provide a recorded announcement to the calling party advising that the call cannot be completed.
- 8.2.7 Carrier will provide supervisory tones or voice announcements to the calling party on all calls, consistent with standard telephone industry practices.
- 8.2.8 Neither Party will use any service provided under this Agreement in a manner that interferes with third parties in the use of their service, prevents third parties from using their service, impairs the quality of service to other carriers or to either Party's End User Customers. Either Party will provide the other Party immediate notice of said impairment.
- 8.2.9 The characteristics and methods of operation of any circuits, facilities or equipment of either Party or that of a third party in conjunction with either Party's facilities, shall not materially interfere with or impair service over any facilities of the other Party, its Affiliate 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 electrical hazards to the employees of any of them or the public, or malfunction of either Party's billing equipment. If either Party causes an Impairment of Service, as set forth in this Section, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem. The Impaired Party shall advise the Impairing

Party that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, the Impaired Party may temporarily discontinue use of the affected circuit, facility or equipment.

8.3 Law Enforcement and Civil Process

8.3.1 SBC-13STATE and SPCS shall handle law enforcement requests as follows:

8.3.1.1 Intercept Devices

8.3.1.1.1 Local and federal law enforcement agencies may request information or assistance from the Parties. When either Party receives a request associated with a End User Customer of the other Party, it shall refer such request to the Party that serves such End User 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.

8.3.1.2 Subpoenas

8.3.1.2.1 If a Party receives a subpoena for information concerning an End User Customer the Party knows to be an End User Customer's 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 Customer's service provider, in which case the Party will respond to any valid request.

8.3.2 Law Enforcement Emergencies

8.3.2.1 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 Customer 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 Customer and the Party serving such End User Customer agrees to indemnify and hold the other Party harmless against any and all such claims.

9. NUMBERING ISSUES

- 9.1 It shall be the responsibility of each Party to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NPA-NXXs at all times. Neither SBC-13STATE nor Carrier shall charge each other for changes to switch routing software necessitated by the opening of NPAs or NXXs. If either Party is authorized to recover its costs for changes to switch routing software necessitated by the opening of NPAs or NXXs, the Parties shall reimburse each other's costs according to such authorization.
- 9.2 The Parties shall comply with Central Office Code Assignment Guidelines, as currently specified in INC 95-0407-008, in performing the electronic input of their respective number assignment information into the Routing Database System.
- 9.3 To the extent that the Carrier's dedicated NPA-NXX resides at a point in SBC-13STATE network, then the Parties shall cooperate to reassign the routing V&H Coordinate and the Common Language Location Identifier ("CLLI") of dedicated NPA-NXX(s) from SBC-13STATE's Tandems to points within Carrier's network as designated by Carrier. Carrier agrees that it shall use best efforts to complete the reassignment of its dedicated NPA-NXX(s) into its network. The Parties agree to cooperate in order to complete the transfer of all codes no later than the end of twelve months from the Effective Date. Until an NPA-NXX is reassigned, it will continue to be assigned to SBC-13STATE's network as shown in the LERG.
- 9.4 SBC-13STATE will forward a confirmation to Carrier in response to Carrier's request to add Carrier's NPA-NXXs to Trunk Groups, when Carrier submits such a request accompanied by an ASR without service and using the NPA-NXX field of the ASR translation questionnaire. This NPA-NXX installation request will be treated as a no-charge order.
- 9.5 Both Parties will provide switch translations and billing contact points regarding the establishment of or modification to full number blocks.
- 9.6 Number Portability. The Parties agree to implement PNP, in compliance with FCC or Commission orders, within and between their networks as soon as technically feasible, but no later than the schedule established by the FCC or the Commission.
- 9.7 Dialing Parity. SBC-13STATE agrees that local dialing parity will be available to SPCS in accordance with the Act.

10. UNBUNDLED NETWORK ELEMENTS

- 10.1 In its Triennial Review, the FCC is currently evaluating the availability of unbundled network elements (UNEs) to carriers of wireless telecommunications services ("CMRS carriers") (CC Docket 01-338, paragraphs 12, 37 and 38, released December 20, 2001). Utilizing the procedure set forth in Section 10.2 and the

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Intervening Law provision of this Agreement, upon a legally binding order in the Triennial Review docket (the "Triennial Review Order"), the Parties agree to negotiate an Appendix UNE, if applicable (which Appendix UNE shall comply with the rulings and standards set forth in the Triennial Review Order and shall be part of the Agreement), subject to Section 10.2 and the Intervening Law provision of this Agreement. Neither Party waives any of its rights, remedies or arguments with respect to UNEs, including, but not limited to, the right to seek legal review of the Triennial Review Order and/or its rights thereunder. Where technically feasible, **SBC-13STATE** will offer in the negotiated Appendix UNE, on just, reasonable, and nondiscriminatory terms, those UNEs specifically identified and defined by the FCC, as applicable in the State to CMRS providers pursuant to the legally binding Triennial Review Order, including SPCS. "Legally binding" means that the legal ruling has not been stayed, no request for a stay is pending, and if any deadline for requesting a stay is designated by statute or regulation, it has passed.

- 10.2 **SBC-13STATE**'s provision of UNEs, if any, shall be subject to federal law, including but not limited to the applicable provisions of the Act (including but not limited to, Section 251(d)), and the FCC's Triennial Review, CC Docket 01-338. By entering into this Agreement, or any Amendment or Appendix to this Agreement, which may make available certain UNEs to SPCS, neither Party waives any of its rights arising pursuant to the Intervening Law provision of this Agreement or the Orders recited therein, including but not limited to each Party's right to dispute whether any UNEs identified in the Agreement must be provided under Section 251(c)(3) and Section 251(d) of the Act, and under this Agreement. In that regard, and without limitation, in the event that the FCC, a State regulatory agency or a court of competent jurisdiction in any proceeding finds, rules or otherwise orders any of the UNEs that may be provided pursuant to this Agreement do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed upon Written Notice of either Party, as provided in the Intervening Law provision of this Agreement, and the Intervening Law procedures shall apply.

11. VERIFICATION REVIEWS

- 11.1 Each Party will be responsible for the accuracy and quality of its data as submitted to the other Party. At its own expense and 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) (the "Auditing Party") shall have the right to conduct a review and verification of the other Party (the "Audited Party"), which verification review shall be limited to the sole purpose of evaluating (i) the accuracy of Audited Party's billing and invoicing of the services provided hereunder and (ii) verification of compliance with any provision of this Agreement that affects the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. This includes on-site verification reviews at the other Party's or the Party's vendor locations.
- 11.2 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.

- 11.3 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 twenty-four (24) months and provide the other Party with reasonable access to such information as is necessary to determine amounts receivable or payable under this Agreement.
- 11.4 The Parties' right to access information for verification review purposes is limited to data not in excess of twenty-four (24) 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.
- 11.5 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.
- 11.6 If any audit confirms any undercharge or overcharge, then the Audited Party will (i) for any overpayment, promptly correct any billing error, including making refund of any overpayment by the Auditing Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of or failure to act by the audited Party, immediately compensate the Auditing Party for such undercharge, in each case with interest at the lesser of (a) one and one-half percent (1½%) per month, or (b) the highest rate of interest that may be charged under Applicable Law, compounded daily, for the number of Days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available, as the case may be.

12. LIMITATION OF LIABILITY

- 12.1 Except for indemnity obligations expressly set forth herein or as otherwise provided in specific appendices, each Party's liability to the other Party for any Loss relating to or arising out of such Party's performance under this Agreement (including any negligent act or omission, whether willful or inadvertent), whether in contract, tort or otherwise, including alleged breaches of this Agreement and causes of action alleged to arise from

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allegations that breach of this Agreement also constitute a violation of a statute (including the Act), shall not exceed in total the amount SBC-13STATE or Carrier has charged or would have charged to the other Party for the affected Interconnection, Network Elements, functions, Facilities, products and/or service(s) that were not performed or did not function or were improperly performed or improperly functioned.

- 12.2 Except as otherwise expressly provided in specific appendices, in the case of any Loss alleged or Claimed by a third party to have arisen out of the negligence or willful misconduct of both Parties, each Party shall bear, and its obligation shall be limited to, that portion (as mutually agreed to by the Parties or as otherwise established) of the resulting expense caused by its own negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it.
- 12.3 A Party may, in its sole discretion, provide in its tariffs and/or contracts with its End User Customers or third parties that relate to any Interconnection, Network Elements, functions, Facilities, products and services provided or contemplated under this Agreement that, to the maximum extent permitted by Applicable Law, such Party shall not be liable to such End User Customer or third party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged the End User Customer or third party for the Interconnection, Network Elements, functions, facilities, products and services that gave rise to such Loss and (ii) any Consequential Damages. If a Party elects not to place in its tariffs or contracts such limitation(s) of liability, and the other Party incurs a Loss as a result thereof, the first Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and/or contracts the limitation(s) of liability described in this Section 12.3.
- 12.4 Neither Carrier nor SBC-13STATE shall be liable to the other Party for any Consequential Damages suffered by the other Party, regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including negligence of any kind, whether active or passive (and including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement constitutes a violation of the Act or other statute), and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions; provided that the foregoing shall not limit a Party's obligation under Section 13 to indemnify, defend, and hold the other Party harmless against any amounts payable to a third party, including any Losses, and Consequential Damages of such third party; PROVIDED, HOWEVER, THAT NOTHING IN THIS SECTION 12.4 SHALL IMPOSE INDEMNITY OBLIGATIONS ON A PARTY FOR ANY LOSS OR CONSEQUENTIAL DAMAGES SUFFERED BY THAT PARTY'S END USER CUSTOMER IN CONNECTION WITH ANY AFFECTED INTERCONNECTION, NETWORK ELEMENTS, FUNCTION, FACILITIES, PRODUCTS AND SERVICES. EXCEPT AS PROVIDED IN THE PRIOR SENTENCE, EACH PARTY ("INDEMNIFYING PARTY") HEREBY RELEASES AND HOLDS HARMLESS THE OTHER PARTY ("INDEMNITEE") (AND INDEMNITEE'S AFFILIATES, AND INDEMNITEE'S AND INDEMNITEE'S AFFILIATES' RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND

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AGENTS) AGAINST ANY LOSS OR CLAIM MADE BY THE INDEMNIFYING PARTY'S END USER CUSTOMER.

- 12.5 If Carrier provides access to 911 service to SBC-13STATE End User Customers, Carrier shall not be liable to SBC-13STATE, its End User Customer or any other Person for any Loss alleged to arise out of the provision of such access to 911 service or any errors, interruptions, defects, failures or malfunctions of such 911 service.
- 12.6 This Section 12 is not intended to exempt any Party from all liability under this Agreement, but only to set forth the scope of agreed liability and the type of damages that are recoverable. The Parties acknowledge that the above limitation of liability provisions are negotiated and alternate limitation of liability provisions would have altered the cost, and thus the price, of providing the Interconnection, Network Elements, functions, Facilities, products and services available hereunder, and no different pricing reflecting different costs and different limits of liability were agreed.
- 12.7 SBC-13STATE shall not be liable for damages to an End User Customer's premises resulting from the furnishing of any Interconnection, Network Elements, functions, Facilities, products or services, including, if applicable, the installation and removal of equipment and associated wiring, unless the damage is caused by SBC-13STATE's gross negligence or willful misconduct. SBC-13STATE does not guarantee or make any warranty with respect to Interconnection, Network Elements, functions, Facilities, products or services when used in an explosive atmosphere.

13. INDEMNITY

- 13.1 Except as otherwise expressly provided herein or in specific appendices, each Party shall be responsible only for the Interconnection, Network Elements, functions, products, Facilities, and services which are provided by that Party, its authorized agents, subcontractors, or others retained by such Parties, and neither Party shall bear any responsibility for the Interconnection, Network Elements, functions, Facilities, products and services provided by the other Party, its agents, subcontractors, or others retained by such Parties.
- 13.2 Except as otherwise expressly provided herein or in specific appendices, and to the extent not prohibited by Applicable Law and not otherwise controlled by tariff, each Party (the "Indemnifying Party") shall release, defend and indemnify the other Party (the "Indemnified Party") and hold such Indemnified Party harmless against any Loss to a third party arising out of the negligence or willful misconduct ("Fault") of such Indemnifying Party, its agents, its End User Customers, contractors, or others retained by such Parties, in connection with the Indemnifying Party's provision of Interconnection, Network Elements, functions, Facilities, products and services under this Agreement; provided, however, that (i) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (ii) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (iii) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract.

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13.3 In the case of any Loss alleged or claimed by a End User Customer of either Party, the Party whose End User Customer alleged or claimed such Loss (the "Indemnifying Party") shall defend and indemnify the other Party (the "Indemnified Party") against any and all such Claims or Losses by such End User Customer regardless of whether the underlying Interconnection, Network Elements, function, Facilities, product or service giving rise to such Claim or Loss was provided or provisioned by the Indemnified Party, unless the Claim or Loss was caused by the gross negligence or willful misconduct of the Indemnified Party.

13.4 A Party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other Party ("Indemnified Party") against any Claim or Loss arising from the Indemnifying Party's use of Interconnection, functions, Facilities, products and services provided under this Agreement involving:

13.4.1 Any Claim or Loss arising from such Indemnifying Party's use of Interconnection, Network Elements, functions, Facilities, products and services offered under this Agreement, involving any Claim for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party's or its End User Customer's use.

13.4.1.1 The foregoing includes any Claims or Losses arising from disclosure of any End User Customer-specific information associated with either the originating or terminating numbers used to provision Interconnection, Network Elements, functions, Facilities, products or services provided hereunder and all other Claims arising out of any act or omission of the End User Customer in the course of using any Interconnection, Network Elements, functions, Facilities, products or services provided pursuant to this Agreement.

13.4.1.2 The foregoing includes any Losses arising from Claims for actual or alleged infringement of any Intellectual Property right of a third party to the extent that such Loss arises from an Indemnifying Party's or an Indemnifying Party's End User Customer's use of Interconnection, Network Elements, functions, Facilities, products or services provided under this Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply:

13.4.1.2.1 where an Indemnified Party or its End User Customer modifies Interconnection, Network Elements, functions, Facilities, products or services provided under this Agreement; and

13.4.1.2.2 no infringement would have occurred without such modification.

13.4.2 Any and all penalties imposed on either Party because of the Indemnifying Party's failure to comply with the Communications Assistance to Law Enforcement Act of 1994 (CALEA); provided that the Indemnifying Party

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shall also, at its sole cost and expense, pay any amounts necessary to modify or replace any equipment, Facilities or services provided to the Indemnified Party under this Agreement to ensure that such equipment, Facilities and services fully comply with CALEA.

13.5 Carrier shall reimburse SBC-13STATE for damages to SBC-13STATE's Facilities utilized to provide Interconnection hereunder caused by the negligence or willful act of Carrier, its agents or subcontractors or Carrier's End User Customer or resulting from Carrier's improper use of SBC-13STATE's Facilities, or due to malfunction of any Facilities, functions, products, services or equipment provided by any Person or entity other than SBC-13STATE. Upon reimbursement for damages, SBC-13STATE will cooperate with Carrier in prosecuting a Claim against the Person causing such damage. Carrier shall be subrogated to the right of recovery by SBC-13STATE for the damages to the extent of such payment.

13.6 Indemnification Procedures

13.6.1 Whenever a Claim shall give rise to indemnification obligations under this Section 13, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request in writing the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim.

13.6.2 The Indemnifying Party shall have the right to defend against such liability or assertion, in which event the Indemnifying Party shall give written notice to the Indemnified Party of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party.

13.6.3 Until such time as Indemnifying Party provides written notice of acceptance of the defense of such Claim, the Indemnified Party shall defend such Claim, at the reasonable expense of the Indemnifying Party, subject to any right of the Indemnifying Party to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such Claim.

13.6.4 Upon accepting the defense, the Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such Claims, subject to consultation with the Indemnified Party. So long as the Indemnifying Party is controlling and conducting the defense, the Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement.

13.6.5 At any time, an Indemnified Party shall have the right to refuse a compromise or settlement, and, at such refusing Party's cost, to take over such defense; provided that, in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the refusing Party against, any cost or liability in excess of such refused compromise or settlement.

- 13.6.6 With respect to any defense accepted by the Indemnifying Party, the Indemnified Party will be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnified Party, and shall also be entitled to employ separate counsel for such defense at such Indemnified Party's expense.
- 13.6.7 If the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party.
- 13.6.8 In the event of a failure to assume the defense, the Indemnified Party may negotiate a settlement, which shall be presented to the Indemnifying Party. If the Indemnifying Party refuses to agree to the presented settlement, the Indemnifying Party may take over the defense. If the Indemnifying Party refuses to agree to the presented settlement and refuses to take over the defense, the Indemnifying Party shall be liable for any reasonable cash settlement not involving any admission of liability by the Indemnifying Party, though such settlement may have been made by the Indemnified Party without approval of the Indemnifying Party, it being the Parties' intent that no settlement involving a non-monetary concession by the Indemnifying Party, including an admission of liability by such Party, shall take effect without the written approval of the Indemnifying Party.
- 13.6.9 Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim and the relevant records of each Party shall be available to the other Party with respect to any such defense, subject to the restrictions and limitations set forth in Section 15, "Confidentiality".

14. INTELLECTUAL PROPERTY

- 14.1 Any Intellectual Property originating from or developed by a Party shall remain in the exclusive ownership of that Party.
- 14.2 Except at otherwise expressly provided in this Agreement, no license under patents, copyrights or any other Intellectual Property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

15. CONFIDENTIALITY

- 15.1 Both Parties agree to protect proprietary information received from the other ("Proprietary Information") in accordance with the provisions of Section 222 of the Act.
- 15.2 Unless otherwise agreed, the obligations of confidentiality and non-use do not apply to such Proprietary Information that:
- 15.2.1 Was at the time of receipt, already known to the Party receiving the Proprietary Information (the "Receiving Party"), free of any obligation to keep confidential

and evidenced by written records prepared prior to delivery by the Party disclosing the Proprietary Information (the "Disclosing Party"); or

- 15.2.2 Is, or becomes publicly known through no wrongful act of the Receiving Party; or
- 15.2.3 Is rightfully received from a third party having no direct or indirect secrecy or confidentiality obligation to the Disclosing Party with respect to such information, provided that such Receiving Party has exercised commercially reasonable efforts to determine whether such third party has any such obligation; or
- 15.2.4 Is independently developed by an agent, employee representative or Affiliate of the Receiving Party and such Party is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the Proprietary Information; or
- 15.2.5 Is disclosed to a third party by the Disclosing Party without similar restrictions on such third party's rights; or
- 15.2.6 Is approved for release by written authorization of the Disclosing Party, but only to the extent of the authorization granted; or
- 15.2.7 Is required to be made public or disclosed by the Receiving Party pursuant to Applicable Law or regulation or court order or lawful process.

16. PUBLICITY

- 16.1 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.
- 16.2 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.

17. DISPUTE RESOLUTION

17.1 Finality of Disputes

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

17.2 Alternative to Litigation

17.2.1 The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, the Parties agree to use the following dispute resolution procedures ("Dispute Resolution") with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

17.3 Commencing Dispute Resolution

17.3.1 Dispute Resolution shall commence upon the sending from one Party to the other of written notice of a controversy or claim arising out of or relating to this Agreement or its breach. No Party may pursue any claim unless such written notice has first been given to the other Party.

17.4 Informal Resolution of Disputes

17.4.1 When such written notice has been given, as required by Section 17.3.1, 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 will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative Dispute Resolution such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

17.5 Formal Dispute Resolution

17.5.1 If the Parties are unable to resolve the dispute through the informal procedure described above in Section 17.4, then either Party may invoke the following formal Dispute Resolution. Unless agreed upon by the Parties, formal Dispute Resolution described below, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) days after the date of the letter initiating Dispute Resolution under Section 17.3.1.

17.5.2 Claims Subject to Mandatory Arbitration. The following claims, if not settled through informal Dispute Resolution, will be subject to mandatory arbitration pursuant to Section 17.6 below.

17.5.2.1 All unresolved billing disputes involving amounts (whether billed by SPCS to SBC-13STATE or SBC-13STATE to SPCS) equal to or less than one (1) percent of the amounts billed to SPCS by SBC-13STATE under this Agreement during the calendar year in which

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the dispute arises. For any calendar year in which the billing Party does not issue a bill to the billed Party each month, the Parties, in determining whether this Section applies, will annualize the bills issued for that calendar year.

17.5.2.2 Determination of the Originating Landline to CMRS Switch Access traffic percentage pursuant to Section 6.3.3.3(d).

17.5.3 Claims Subject to Elective Arbitration. Except as otherwise expressly provided in the Agreement, unresolved claims not described in Section 17.5.2 will be subject to arbitration if, and only if, the claim is not settled through informal Dispute Resolution and both Parties agree to arbitration. If both Parties do not agree to arbitration, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanism.

17.5.4 Claims Not Subject to Arbitration. If the following claims are not resolved through informal Dispute Resolution, they will not be subject to arbitration and must be resolved through any remedy available to a Party pursuant to law, equity or agency mechanism.

17.5.4.1 Actions seeking a temporary restraining order or an injunction related to the purposes of this Agreement.

17.5.4.2 Actions to compel compliance with the Dispute Resolution process.

17.5.4.3 All claims arising under federal or state statute(s), including, but not limited to, antitrust claims.

17.6 Arbitration

17.6.1 Disputes subject to mandatory or elective arbitration under the provisions of this Agreement will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. Each arbitration will be held in Appendix-Arbitration Location (Wireless), unless the Parties agree otherwise. The arbitration hearing will be requested to commence within sixty (60) days of the demand for arbitration. The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all disputes. The arbitrator will have no authority to award punitive damages, exemplary damages, consequential damages, multiple damages, or any other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of