

**AGREEMENT FOR INTERCONNECTION
AND RECIPROCAL COMPENSATION**

by and between

Nextel West Corp.

and

SOUTHWESTERN BELL TELEPHONE COMPANY

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PRICING

MTA

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AGREEMENT FOR INTERCONNECTION AND RECIPROCAL COMPENSATION

This Agreement, entered into this 25th day of ~~August~~ 1998, is by and between Southwestern Bell Telephone Company, a Missouri corporation and **Nextel West Corp.** for interconnection in Missouri.

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

WHEREAS, Carrier is a Commercial Mobile Radio Service provider operating within the state of Missouri and under the license listed in the Appendix Area.

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

NOW THEREFORE, the Parties hereby agree as follows:

1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

"Enhanced Services" means services, offered over common carrier transmission facilities used in interstate communications, which employ computer processing applications that act on the format, content, code protocol or similar aspects of the subscriber's transmitted information; provide the subscriber additional, different, or restructured information; or involve subscriber interaction with stored information.

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

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

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

"FCC" means the Federal Communications Commission.

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

"ISP" means an Internet Service Provider

"ISP Traffic" means calls delivered to telephone numbers used by an ISP that are made available by the ISP for accessing the Internet.

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

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

“InterLATA” has the meaning given the term in the Act.

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

“IntraLATA Toll Traffic” means all IntraLATA calls other than Local Traffic.

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

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

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

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

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

“Major Trading Area” or “MTA” has the meaning given to the term in 47 CFR Section 24.202(A).

“NXX”, “NXX Code”, “Central Office Code”, or “CO Code” is the 3-digit switch indicator that is defined by the D, E, and F digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 telephone numbers.

“Party” means either SWBT or Carrier, and “Parties” means SWBT and Carrier.

“Reciprocal Compensation” means the arrangement between two carriers in which each of the two carriers receives 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.

“Service Area” means the geographic area, within which Carrier is licensed to provide service.

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

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

“SWBT” has the meaning set for in the preamble.

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

“Tandem” means the following:

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

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

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

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

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

“Third Party Provider” shall mean any other facilities-based telecommunications carrier, including, without limitation, interexchange carriers, independent telephone companies, competitive local exchange carriers, or CMRS providers. The term shall not mean resellers of a LEC's local exchange services or resellers of a CMRS provider's services either of which shall be considered, for purpose of this definition, as part of whose services they resell. “For example, if a Carrier end user completes a call to a number used by a reseller (not a CLEC or CMRS provider purchasing on a resale basis) of SWBT's service, Carrier will pay terminating compensation to SWBT for that call. Likewise, if a SWBT end user completes a call to a number used by a reseller (not a CLEC or CMRS provider purchasing on a resale basis) of Carrier's service, SWBT will pay terminating compensation to Carrier for that call.”

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

"Transport" means the transmission (not including tandem switching) of Local Traffic subject to Section 251 (b)(5) of the Act from the interconnection point between two carriers to the terminating carrier's end office switch that directly serves the called party, or equivalent facility provided by Third Party Provider.

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

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

"Technically Feasible" this definition has the meaning given in the Act, as construed by the FCC and appellate courts.

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

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

2. INTERCONNECTION

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

2.1 Interconnection Facilities

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

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

- 2.1.3 Type 2B: One-way facilities which provide a trunk side connection from a Carrier's MSC to a SWBT end office. Type 2B facilities provide the capability to access only subscribers served by that end office.
- 2.1.4 Type S: Facilities provisioned to provide out of band signaling between SWBT STPs and Carrier MSCs or STPs.
- 2.1.5 Equal Access Facilities: One-way facilities which provide a trunk side connection between Carrier's MSC and a SWBT Access Tandem. Equal Access Trunks provide the capability to pass interexchange traffic to IXC's.
- 2.1.6 Miscellaneous Facilities: Facilities which provide the transmission and routing of various types of traffic, such as 800/888 traffic, 911/E911 traffic, Operator Services traffic, and Directory Assistance traffic.
- 2.1.7 Carrier may develop additional Points of Presence (POP) other than the actual location of their MSC through the use of either SWBT's Special Access facilities, their own facilities, or facilities of a third party.
- 2.1.8 Carrier shall provide SWBT with an annual forecast of intended mobile to land usage for each point of interconnection. The Parties agree to work cooperatively to determine the number of trunks needed to handle the estimated traffic. Type 1 and Type 2A facilities may be either one-way or two-way when both Parties agree to share the facility; Type 2B facilities are restricted to one-way mobile to land. For one-way, or two-way facilities, terms, conditions, recurring and nonrecurring charges will apply as specified in Section 7 of the applicable interstate or intrastate Special Access Tariffs. When both Parties agree to utilize two-way facilities charges will be shared by the Parties on a proportional (percentage) basis as specified in Appendix PRICING. The Parties shall review actual billed minutes accrued on shared two-way facilities and modify, six (6) months from the Effective Date of this Agreement and every twelve (12) months thereafter, the percentages specified in Appendix PRICING.

2.2 **Facility Location**

2.2.1 Technically Feasible

- 2.2.1.1 As required by Section 251 of the Act, Carrier may interconnect with SWBT's network at any technically feasible point. The Parties acknowledge for purposes of this requirement that the locations listed in Appendix DCO constitute the technically feasible points of interconnection for the Carrier to pass traffic to SWBT for transport and termination by SWBT on its network or for transport to a Third Party Provider.

2.2.1.2 If Carrier requires interconnection at a location not listed in Appendix DCO, then it shall submit a Special Request pursuant to section 6.1.2.1.

2.2.1.3

The Parties recognize that SWBT, in its sole discretion, may remove any of its designated locations from Appendix DCO in the normal course of its business, thus rendering interconnection at the location technically infeasible; provided, however, that SWBT shall provide Carrier at least 120 days written notice and shall work cooperatively with Carrier to reestablish the interconnection at another SWBT location within the 120 days. SWBT agrees to waive nonrecurring charges associated with SWBT initiated re-homing of facilities; provided, however, that Carrier shall be responsible for any other costs associated with the reconfiguration of the Carrier's network. In addition, SWBT may add to its designated locations on Appendix DCO at any time, and shall notify Carrier of such addition in writing, which shall be considered an amendment to Appendix DCO. SWBT shall notify Carrier of additional locations by providing updated versions of Appendix DCO. If Carrier requests to interconnect at any of those additional locations, such request will not be considered a Special Request.

2.2.2 Per LATA Requirement

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

2.2.3 Incumbent LEC Requirement

The Parties acknowledge that the terms and conditions specified in this Agreement do not apply to the provision of services or facilities by SWBT in those areas where SWBT is not the incumbent LEC.

2.3 Additional Interconnection Methods Available to Carrier

2.3.1 Carrier may provide its own facilities and transport for the delivery of traffic from its MSC (or other mutually agreed upon point on Carrier's network) to the interconnection point on SWBT's network. Alternatively, Carrier may purchase a facility and transport from a third party or from SWBT for the delivery of such traffic. Rates for entrance facilities and transport purchased

from SWBT are specified in Section 7 of the applicable interstate or intrastate Special Access Tariffs.

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

2.4 **Interconnection Methods Available to SWBT**

- 2.4.1 Carrier locations listed in Appendix DCO constitute the technically feasible points of interconnection Carrier shall provide for SWBT to pass traffic to Carrier for transport and termination on Carrier's network.
- 2.4.2 SWBT may provide its own facilities and transport for the delivery of traffic from its point of interconnection to the interconnection point on Carrier's network. Alternately, SWBT may purchase an entrance facility and transport from a third party or from Carrier for the delivery of such traffic. Rates for entrance facilities and transport Carrier and SWBT may share Carrier interconnection facilities at the rates specified in Appendix PRICING. Charges will be shared by the Parties based on a proportional (percentage) basis as specified in Appendix PRICING.
- 2.4.3 LEC may provide its own facilities and transport for the delivery of traffic from its point of interconnection to the interconnection point on Carrier's transport from a third party or from Carrier for at Carrier's sole discretion the delivery of such traffic. Rates for entrance facilities and transport purchased from Carrier are specified in Appendix PRICING.

- 2.4.4 Carrier and LEC may share Carriers interconnection trunking at the rates specified in Appendix PRICING. Charges will be shared by the Parties based on a proportional (percentage) basis as specified in Appendix PRICING.

2.5 Technical Requirements and Standards

- 2.5.1 Each Party will provide the services in this Agreement to the other Party at a standard at least equal in quality and performance to that which the Party provides itself. Either Party may request, and the other Party will provide, to the extent technically feasible, services that are superior or lesser in quality than the providing Party provides to itself, provided, however, that such services shall be considered Special Requests.
- 2.5.2 Nothing in this Agreement will limit either Party's ability to modify its network, including, without limitation, the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any such modifications to its network which will materially impact the other Party's service consistent with the timelines established by the FCC in the Second Report and Order, CC Docket 96-98. Carrier will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required because of SWBT modifications, including, without limitation, changes in facilities, operations or procedures, minimum network protection criteria, or operating or maintenance characteristics of facilities.

2.6 Unbundled Network Elements

SWBT will provide network elements to Carrier on an unbundled basis in accordance with the Act and applicable State regulations or orders for the provision by Carrier of a wireless telecommunications service

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

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

3.1 Basic Terms

3.1.1 Mobile to Land Traffic

- 3.1.1.1 Carrier shall be responsible for the delivery of traffic from its network to the appropriate point of interconnection on its network

for the transport and termination of such traffic by SWBT to a SWBT end user or for delivery by SWBT to a Third Party Provider.

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

3.1.2 Land to Mobile Traffic

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

- 3.1.2.2 Unless SWBT elects to have Carrier or a third party provision facilities under section 2.4, SWBT shall provide the physical plant facilities that interconnect SWBT's point of interconnection with Carrier's point of interconnection. SWBT shall be responsible for the physical plant facility from its network to the appropriate point of interconnection within the serving wire center boundary of the end office in which the tandem, providing Type 2A Interconnection, is located, or within the serving wire center boundary of the end office providing Type 1 Interconnection on its network.

3.1.3 Traffic To Third Party Providers

Carrier and SWBT shall compensate each other for traffic that transits their respective systems to any Third Party Provider, as specified in Appendix PRICING. In the event that a (originating carrier) sends traffic through the other party's (receiving carrier) network to a Third Party Provider with whom originating carrier does not have a traffic interchange agreement, then originating carrier agrees to indemnify receiving carrier for any termination charges rendered by a Third Party Provider for such traffic.

3.1.4 Transiting Traffic Factor

The Parties have agreed upon the land to mobile transiting traffic factor specified in Appendix PRICING paragraph 5.3, which represents the

percentage of land to mobile minutes which will be considered as transiting minutes. The Parties have agreed to use the factor developed as a reasonable representation of the land to mobile traffic which is originated by a Third Party Provider and transits SWBT's network. This factor will be used to reduce the total minutes delivered to Carrier from SWBT, before the application of the interMTA factor outlined in section 4.2.2, to determine the minutes subject to reciprocal compensation. SWBT agrees to review the factor upon Carrier request, but no more often than once every twelve (12) months after the effective date of this Agreement. SWBT will make the results of the factor development available to Carrier to ensure the Parties are using an accurate transiting traffic factor.

3.1.5 Reciprocal Compensation Factor

Carrier does not anticipate having the capability to measure and bill Land-to-Mobile traffic as of the Effective Date of this Agreement, but anticipates this will be only a temporary situation. So long as this situation is only temporary, LEC is willing to agree to allow Carrier to employ factor billing, in lieu of actual measuring, as an interim measure. Thus, the Parties have agreed that for purposes of reciprocal compensation, Carrier will calculate its base minutes of Land-to-Mobile traffic minutes to be used in calculating reciprocal compensation based on a Reciprocal Compensation Factor specified in Section 5.4 of Appendix Pricing. Those base minutes of Land-to-Mobile minutes will be calculated by multiplying the Reciprocal Compensation Factor times the Mobile-to-Land terminating traffic measured by LEC and provided to Carrier each month. The Parties have agreed to use the Reciprocal Compensation Factor developed as a method of obtaining a reasonable representation of the Land-to-Mobile traffic on which reciprocal compensation owed to Carrier will be based until Carrier has the capability to measure and bill such traffic. The base minutes of Land-to-Mobile traffic will be subject to further adjustment by reduction for the interMTA factor outlined in Section 4.2.2 and then by the Transiting Traffic factor outlined in Section 3.1.4, respectively, to determine the minutes subject to reciprocal compensation.

The parties agree that the Reciprocal Compensation Factor will be reviewed and recalculated based on actual traffic studies within six months of the Effective Date and twelve months thereafter until Carrier can implement measuring and billing of Land-to-Mobile traffic, but in no case beyond November 1, 1999.

3.2 Reciprocal Compensation

3.2.1 Rates

The Parties shall provide each other Reciprocal Compensation for the transport and termination of Local Traffic at the rates specified in Appendix PRICING. SWBT shall compensate Carrier for the transport and termination of Local Traffic originating on SWBT's network; Carrier shall compensate SWBT for the transport and termination of Local Traffic originating on Carrier's network. Compensation shall vary based on the method of interconnection used by the Parties, as specified in Appendix PRICING. Additional charges may also apply (on a non-reciprocal basis) as provided for in this Agreement. The Parties acknowledge that the rates set forth in Appendix PRICING are interim and shall be replaced by final rates as adopted by the Commission, based on final and unappealable costing rules adopted by the FCC, as further described below and in Section 14. If either party requests services, facilities or products from the other party that are not covered by this Agreement, the requesting party shall pay for such items in accordance with the normal prices for such items.

3.2.2 True Up

The Parties recognize that rates, among other things, provided for under this Agreement may be affected by subsequent rulings of state or federal legislative bodies, courts, or regulatory agencies of competent jurisdiction. Accordingly, the Parties agree that in the event of such a final, non-appealable ruling, the Parties shall true up the Reciprocal Compensation provided for in this section once such a ruling, decision or other mandate becomes effective, final and non-appealable (the "True Up Date"). The Parties shall complete the true up 60 days after the True Up Date.

3.2.3 Exclusions

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

- 3.2.3.1 interMTA traffic;
- 3.2.3.2 Transiting Traffic;
- 3.2.3.3 traffic which neither originates nor terminates on Carrier's network;
- 3.2.3.4 non-local traffic associated with SWBT's Area Wide Calling Plan; and

3.2.3.5 “Paging Traffic” In the event a judicial or regulatory body of competent jurisdiction should determine that providers of paging traffic should receive reciprocal compensation for paging traffic, this provision 3.2.3.5 will be modified or deleted as necessary to comply with such determination.”

3.2.3.6 “ISP Traffic” “In the event the FCC should rule that ISP Traffic is jurisdictionally local and such rule is final and non-appealable, this provision 3.2.3.6 will be modified or deleted as necessary to comply with such determination.”

3.2.4 Measuring Calls as Local Traffic

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

3.2.5 Conversation Time

For purposes of billing compensation for the interchange of Local Traffic, billed minutes will be based upon conversation time. Conversation time will be determined from actual usage recordings. Conversation time begins when the terminating Party’s network receives answer supervision and ends when the terminating Party’s network receives disconnect supervision.

3.3 **Additional Compensation**

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

3.3.1 Transiting Charge: Each Party shall compensate the other Party for traffic which transits the other Party’s network destined to a Third Party Provider at rates specified in Appendix PRICING.

3.3.2 Facilities Charges: Each Party shall compensate the other (not on a reciprocal, symmetrical basis) for the use of the providing Party’s facilities between Carrier and SWBT points of interconnection, in either direction, as the case may be.

3.3.3 Special Requests: All requests for or the provision of (i) services covered by this Agreement for which facilities do not exist, (ii) facilities, equipment or technologies that the providing Party, in its sole discretion, determines are

not necessary to fulfill a request under this Agreement, or (iii) services not specifically enumerated in this Agreement, shall be handled as a Special Request, as described in Section 6.1.2.2. Special Requests under (ii) may include, without limitation, requests for fiber, microwave, alternate routing, redundant facilities and other non-standard facilities or services.

3.4 **Signaling**

The Parties may interconnect using 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 may be provided in conjunction with Type 1 land to mobile traffic, or with Type 2A interconnecting facilities only. When SWBT provides SS7 Signaling services directly to Carrier, SWBT shall provide such service at the rates specified in Appendix Pricing. This rate is for the use of multiple SWBT STPs in the provisioning of mobile to land traffic. Charges for STP Access Links and Port termination's used to connect Carrier's MSC or STP (whichever is applicable) and SWBT's STP shall be shared by the Parties based on the proportional (percentage) basis as specified in Appendix PRICING and at rates specified in Section 23 of FCC Tariff No. 73.

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

This Section 4 provides the terms and conditions for the exchange of traffic between Carrier's network and SWBT's network for switched access to IXC's, thus enabling Carrier end users to access IXC's for the transmission and routing of interMTA and interLATA calls.

4.1 **General**

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

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

4.2 **Access Charges**

4.2.1 When Applicable

Carrier shall pay SWBT Switched Access charges (including Carrier Common Line, Local Switching and Transport) for any and all traffic which crosses an MTA boundary as provide herein (as defined by the cell site/base

station at which the call originates or terminates and the SWBT end user's serving wire center at which the call originates or terminates). Switched Access charges are specified in Appendix PRICING paragraph 5.2 as interMTA rates.

Both Parties recognize that legislative and regulatory activities may impact the rates, terms and conditions associated with interstate Switched Access services. The Parties agree that any rate changes associated with interstate Switched Access services will flow through to the interMTA rates specified in Appendix PRICING as stated in Section 14 of this Agreement.

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

4.2.2 InterMTA Factor

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

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

4.2.3 Examples

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

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

5. TRANSMISSION AND ROUTING OF OTHER TYPES OF TRAFFIC

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

5.1 **800/888 Traffic**

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

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

5.2 **E911/911 Traffic**

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

5.3 **Directory Assistance**

5.3.1 Directory Assistance Service

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

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

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

5.3.1.4 Rates listed in Appendix PRICING shall apply.

5.3.2 DA Call Completion

5.3.2.1 General

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

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

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

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

5.3.2.2 Multiple Rate Option

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

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

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

5.3.2.3 Single Rate Option

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

5.3.2.4 Manner of Provisioning

5.3.2.4.1 Operator Service Circuits: When Carrier requests DACC service, both DA and DACC services are provided over a dedicated trunk group from each Carrier MSC to the SWBT DA switch in the LATA.

5.3.2.4.2 Billing Information Tape: When Carrier chooses the multiple rate option, billing information tapes ("BIT") will be automatically provided on a daily basis detailing the call information associated with the ANI provided by Carrier. Carrier has the option of receiving the call information via a data circuit as detailed in section 5.3.2.4.3. The charge for BIT is listed in Appendix PRICING.

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

5.3.2.5 Rate Regulations

5.3.2.5.1 Terminating usage charges as found in paragraph 1 of Appendix PRICING, will apply for the duration of a call, and in addition to the DA and DACC rates, for any call completed using DACC.

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

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

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

5.4 Operator Services

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

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

5.5 Area Wide Calling Plan

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

- 5.5.1 Subscribing to the AWCP, Carrier agrees to incur a per minute of use charge for all land to mobile calls, which terminate outside of the local calling scope of the SWBT local exchange, as defined by the Intrastate Local Exchange Tariff, serving the SWBT end user who originated the call. The V&H coordinates associated with the AWCP NXX and the SWBT end office which serves the end user who originated the call will be used in determining the applicability of AWCP per minute of use charges.
- 5.5.2 The charges for this service are as specified in Appendix PRICING. Mileage charges shall be calculated or measured using the V&H Coordinates Method. Mileage will be determined by calculating the airline distance from the calling party's end office to the Carrier point of interconnection.
- 5.5.3 AWCP will be provisioned using a SWBT provided dedicated one-way land to mobile Type 2A Connecting Facility group established solely for the completion of AWCP calls. AWCP will only be provisioned utilizing a NXX code dedicated to this service.
- 5.5.4 No AWCP usage charges will apply for calls which originate and terminate within the local calling scope of the SWBT local exchange as defined by the Intrastate Local Exchange Tariff, serving the SWBT end user who originated

the call. The V&H coordinates associated with the AWCP NXX and the SWBT end office which serves the end user who originated the call will be used in determining the applicability of AWCP per minute of use charges.

- 5.5.5 Carrier agrees not to charge SWBT for transport and termination of any call associated with an AWCP, when the call is terminated outside of the local calling scope of the SWBT local exchange serving the SWBT end user who originated the call. SWBT will pay compensation for traffic associated with an AWCP when traffic terminates within the local calling scope of the SWBT local exchange, as defined by the Intrastate Local Exchange Tariff, serving the SWBT end user who originated the call.

6. ADDITIONAL ORDERING AND BILLING PROVISIONS

6.1 Ordering

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

6.1.2 Special Requests

- 6.1.2.1 If either Party requires interconnection at a location not listed in Appendix DCO, then it shall submit a Special Request in writing to the other Party specifying (i) the point of interconnection, (ii) an estimated activation date, and (iii) a forecast of intended use. Within 20 days of its receipt of the ordering Party's request (the "Request Date"), the providing Party shall notify the ordering Party of any additional information it may require to determine whether it is technically feasible to meet the request. Within 60 days of its receipt of said information (or 60 days from the Request Date if the providing Party does not ask for additional information), the providing Party shall notify the ordering Party ("Notification") if its request is technically feasible. If the request is technically feasible, the providing Party shall activate the interconnection at any time 15 days after Notification (the

“Activation Date”) as specified by the ordering Party. Upon activation the Parties shall be deemed to have amended Appendix DCO to include the added location. Special Requests for interconnection locations not listed in Appendix DCO may involve additional charges.

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

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

6.2 **Billing**

6.2.1 Each Party shall deliver monthly settlement statements for terminating the other Party's traffic based on a mutually agreed schedule. Each Party will record its terminating minutes of use and identify those minutes by terminating trunk group. Bills rendered by either Party shall be paid within thirty (30) days of the bill date or by the next bill date, subject to 3.1.5.

6.2.2 Late Charges

Bills will be considered past due 30 days after the bill date or by the next bill date (i.e., same date as the bill date in the following month), whichever occurs first, and are payable in immediately available funds.

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 the lesser of:

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

0.000657 compounded daily and applied for each month or portion thereof that an outstanding balance remains.

6.3 Miscellaneous Nonrecurring Charges

6.3.1 Maintenance of Service Charge

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

If either Party reports trouble to the other Party for clearance and personnel of the Party which received the trouble report are not allowed access to the reporting Party's premises, the Maintenance of Service Charge will apply for the time that personnel of the Party which received the trouble report are dispatched; provided that the Parties have arranged a specific time for the service visit.

6.3.2 Additional Engineering Charges

Additional Engineering charges will be billed to one Party when the other Party incurs engineering time to customize its service at the other Party's request.

6.3.3 Additional Labor Charges

Additional labor will be charged when a Party installs facilities outside of normally scheduled working hours at the other Party's request. Additional labor also includes all time in excess of one-half (1/2) hour during which personnel stand by to make installation acceptance test or cooperative test with the other Party to verify facility repair on a given service. The Parties mutually agree to work on billing Additional Labor Charges such that the labor hours billed will be identified on the statement.

6.3.4 Access Order Charge

An Access Order charge applies whenever the Party's request installation, addition, rearrangement, change or move of the interconnection services associated with this agreement.

6.3.5 Design Change Charge

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

6.3.6 Service Date Change Charge

The Service Date Change Charge applies when a Party requests a change in the date of installation or rearrangement of interconnection service. The Party may request changes provided that the new date is no more than 45 calendar days beyond the original service date unless the requested changes are associated with an order which has been designated as a "special project". If a change or rearrangement of interconnection is necessary beyond 45 days, then the order must be canceled and reordered.

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

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

6.3.8 Supercedure

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

7. NETWORK MAINTENANCE AND MANAGEMENT

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

7.1 Network Management Controls

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

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

7.1.3 Carrier's use of any SWBT facilities, or of its own equipment or that of a third party in conjunction with any SWBT facilities, shall not materially interfere with or impair service over any facilities of SWBT, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carrier over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, SWBT may discontinue or refuse service if Carrier violates this provision, provided that such termination of service will be limited to Carrier's use of a facility, where appropriate.

7.2 Law Enforcement and Civil Process

SWBT and Carrier shall handle law enforcement requests as follows:

7.2.1 Intercept Devices: Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with a customer of the other Party, it shall refer such request to the Party that serves such customer, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's facilities, in which case that Party shall comply with any valid request.

7.2.2 Subpoenas: If a Party receives a subpoena for information concerning an end user the Party knows to be an end user of the other Party it shall refer the subpoena back to the requesting Party with an indication that the other Party is the responsible company, unless the subpoena requests records for a period of time during which the Party was the end user's service provider, in which case the Party will respond to any valid request.

7.2.3 Law Enforcement Emergencies: If a Party receives a request from a law enforcement agency for a temporary number change, temporary disconnect or one way denial of outbound calls for an end user of the other Party by the receiving Party's switch, that Party will comply with any valid emergency request. However, neither Party shall be held liable for any claims or damages arising from compliance with such requests on behalf of the other Party's end user and the Party serving such end user agrees to indemnify and hold the other Party harmless against any and all such claims.

8. NUMBERING ISSUES

8.1 Access to Numbering Resources

To the extent LEC provides numbering resources itself and to other Telecommunications Carriers, LEC will provide Carrier access to numbering resources at a standard at least equal in quality and performance to that which the LEC provides to other Telecommunications Carriers.

Carrier shall have access to numbering resources in the same fashion as they are provided to other Telecommunications Carriers. Carrier may either pay SWBT the sum of \$110 per NXX in exchange for SWBT's input of required data necessary to update the Local Exchange Routing Guide ("LERG") on Carrier's behalf, or Carrier may perform its own LERG updates at its own expense. SWBT shall not be liable for any losses or damages arising out of errors, defects, or failures associated with the input of Carrier's data into the LERG other than direct damages; provided, however, that Carrier's direct damages shall not exceed the amount of the charges paid to SWBT by Carrier for LERG input under this Agreement. Carrier agrees to defend, indemnify and hold harmless SWBT from any and all losses, damages, or other liabilities, including attorneys' fees, that it may incur as a result of claims, demands, or other suits brought by any party that may arise out of the data submitted and/or the input of that data into the LERG by SWBT. Carrier shall defend against all end user claims just as if Carrier had performed its own input into the LERG.

8.2 Local Dialing Parity

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

9. VERIFICATION REVIEWS

- 9.1 Each Party will be responsible for the accuracy and quality of its data as submitted to the other Party. Upon reasonable written notice, each Party or its authorized representative (providing such authorized representative does not have a conflict of interest related to other matters before one of the Parties) shall have the right to conduct a review and verification of the other Party to give assurances of compliance with the provisions of this Agreement. This includes on-site verification reviews at the other Party's or the Party's vendor locations.
- 9.2 After the initial year of this Agreement verification reviews will normally be conducted on an annual basis with provision for staged reviews, as mutually agreed, so that all subject matters are not required to be reviewed at the same time. Follow up reviews will be permitted on a reasonable time schedule between annual reviews where significant deviations are found. During the initial year of the Agreement more frequent reviews may occur.
- 9.3 The review will consist of an examination and verification of data involving records, systems, procedures and other information related to the services performed by either Party as related to settlement charges or payments made in connection with this

Agreement as determined by either Party to be reasonably required. Each Party, whether or not in connection with an on-site verification review, shall maintain reasonable records for a minimum of 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.

- 9.4 The Parties' right to access information for verification review purposes is limited to data not in excess of twelve (12) months in age. Once specific data has been reviewed and verified, it is unavailable for future reviews. Any items not reconciled at the end of a review will, however, be subject to a follow-up review effort. Any retroactive adjustments required subsequent to previously reviewed and verified data will also be subject to follow-up review. Information of either Party involved with a verification review shall be subject to the confidentiality provisions of this Agreement.
- 9.5 The Party requesting a verification review shall fully bear its costs associated with conducting a review. The Party being reviewed will provide access to required information, as outlined in this section, at no charge to the reviewing Party. Should the reviewing Party request information or assistance beyond that reasonably required to conduct such a review, the Party being reviewed may, at its option, decline to comply with such request or may bill actual costs incurred in complying subsequent to the concurrence of the reviewing Party.

10. LIABILITY AND INDEMNIFICATION

- 10.1 With respect to any claim or suit for damages arising out of mistakes, omissions, defects in transmission, interruptions, failures, delays or errors occurring in the course of furnishing any service hereunder, the liability of the Party furnishing the affected service, if any, shall not exceed an amount equivalent to the proportionate charge to the other Party for the period of that particular service during which such mistake, omissions, defect in transmission, interruption, failures, delay or error occurs and continues; provided, however, that any such mistakes, omissions, defects in transmission, interruptions, failures, delays, or errors which are caused or contributed to by the negligence or willful act of the complaining Party or which are caused in whole or in part from the use of the complaining Party's facilities or equipment shall not result in the imposition of any liability whatsoever upon the Party furnishing service.
- 10.1.1 Lost or Destroyed Usage Data: In the event that either Party data is lost, damaged or destroyed and cannot be recovered, and this results in its inability to determine actual usage, the Parties shall agree upon an estimate of the amount of revenue lost based on the Party's average monthly usage in the preceding three(3) months in which data is available and shall use the agreed data for settlement of compensation among themselves.

10.2 NO CONSEQUENTIAL DAMAGES

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

- 10.3 Each Party shall be indemnified and held harmless by the other Party against claims and damages by third parties arising from (i) any act or omission of the indemnifying Party in connection with its performance or non-performance under this Agreement; (ii) actual or alleged infringement by the indemnifying Party of any patent, trademark, copyright, service mark, trade name, trade secret or intellectual property right (now known or later developed); and (iii) provision of the indemnifying Party's services or equipment, including but not limited to claims arising from the provision of the indemnifying Party's services to its end users (e.g., claims for interruption of service, quality of service or billing disputes). Each Party shall also be indemnified and held harmless by the other Party against claims and damages of persons furnished by the indemnifying Party or by any of its subcontractors, under worker's compensation laws or similar statutes.
- 10.4 The Parties agree to release, defend, indemnify, and hold harmless the other Party from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly or indirectly, by the other Party's employees and equipment associated with the provision of any service herein. This provision includes but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used in connection with any services herein.
- 10.5 When the lines or services of other companies and carriers are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or carriers.

11. CONFIDENTIALITY AND PROPRIETARY INFORMATION

- 11.1 For the purposes of this Agreement, confidential information ("Confidential Information") means confidential or proprietary technical or business information given by one Party (the "Discloser") to the other (the "Recipient"). All information which is disclosed by one Party to the other in connection with this Agreement, during negotiations and the term of this Agreement will automatically be deemed proprietary to the Discloser and subject to this Section 11, unless otherwise confirmed in writing by the Discloser. The Recipient agrees (i) to use Confidential Information only for the purpose of performing under this Agreement, (ii) to hold it in confidence and disclose it to no one other than its employees having a need to know for the purpose of performing under this Agreement, and (iii) to safeguard it from unauthorized use or disclosure using at least the same degree of care with which the Recipient safeguards its own Confidential Information. If the Recipient wishes to disclose the Discloser's Confidential Information to a third-party agent or consultant, such disclosure must be agreed to in writing by the Discloser, and the agent or consultant must have executed a written agreement of nondisclosure and nonuse comparable in scope to the terms of this section.
- 11.2 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies will be subject to the same restrictions and protections as the original and will bear the same copyright and proprietary rights notices as are contained on the original.
- 11.3 The Recipient agrees to return all Confidential Information in tangible form received from the Discloser, including any copies made by the Recipient, within thirty (30) days after a written request is delivered to the Recipient, or to destroy all such Confidential Information if directed to do so by Discloser except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement; the Recipient shall certify destruction by written letter to the Discloser. If either Party loses or makes an unauthorized disclosure of the other Party's Confidential Information, it will notify such other Party immediately and use its best efforts to retrieve the lost or wrongfully disclosed information.
- 11.4 The Recipient shall have no obligation to safeguard Confidential Information: (i) which was in the possession of the Recipient free of restriction prior to its receipt from the Discloser; (ii) after it becomes publicly known or available through no breach of this Agreement by the Recipient; (iii) after it is rightfully acquired by the Recipient free of restrictions on its disclosure; or (iv) after it is independently developed by personnel of the Recipient to whom the Discloser's Confidential Information had not been previously disclosed. In addition, either Party will have the right to disclose Confidential Information to any mediator, arbitrator, state or federal regulatory body, or a court in the conduct of any mediation, arbitration or approval of this Agreement, as long as, in the absence of an applicable protective order, the Discloser has been previously notified by the Recipient in time sufficient for the Recipient to undertake all lawful measures to avoid disclosing such information and

for Discloser to have reasonable time to seek or negotiate a protective order before or with any applicable mediator, arbitrator, state or regulatory body or a court.

- 11.5 The Parties recognize that an individual end user may simultaneously seek to become or be a customer of both Parties. Nothing in this Agreement is intended to limit the ability of either Party to use customer specific information lawfully obtained from end users or sources other than the Discloser.
- 11.6 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination for a period of two years.
- 11.7 No license is hereby granted under any patent, trademark, or copyright, nor is any such license implied solely by virtue of the disclosure of any Confidential Information.
- 11.8 Each Party agrees that the Discloser may be irreparably injured by a disclosure in breach of this Agreement by the Recipient or its representatives and the Discloser will be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach or threatened breach of the confidentiality provisions of this Agreement. Such remedies will not be deemed to be the exclusive remedies for a breach of this Agreement, but will be in addition to all other remedies available at law or in equity.

12. PUBLICITY

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

13. DISPUTE RESOLUTION

13.1 Finality of Disputes

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

13.2 Alternative to Litigation

The Parties desire to resolve some disputes arising out of this Agreement without litigation. Accordingly, except for (i) actions seeking a temporary restraining order or an injunction related to the purposes of this Agreement, (ii) federal or state antitrust and/or deceptive trade practices claims, or (iii) suits to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedure as their remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach. With regard to claims of \$50,000 or less, a single arbitrator shall hear them; with regard to claims in excess of \$50,000, a three judge panel shall hear them. The Parties agree that arbitration shall be the exclusive remedy only for disputes covered by this paragraph that involve claims for damages or claims related to nonpayment of amounts due pursuant to the terms of this Agreement. As to other matters, this Section does not preclude either Party from seeking equitable remedies or filing a complaint with the Commission.

13.2.1 Resolution of Disputes Between Parties to the Agreement

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

13.2.2 Arbitration

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

13.2.2.2 Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within sixty (60) days of the demand for arbitration. The arbitration shall be held in the following cities: if this agreement is for Texas, Dallas; if this agreement is for Arkansas, Little Rock; if this agreement is for Oklahoma, Oklahoma City; if this agreement is for Missouri, St. Louis; and if this agreement is for Kansas, Topeka. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties shall submit written briefs five days before the hearing. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The arbitrator has no authority to order punitive or consequential damages. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

13.2.2.3 "For any issue already in Dispute Resolution, upon mutual agreement by both parties, arbitration proceedings may be invoked prior to completion of the 60 day Dispute Resolution time period. Once submitted to arbitration, all obligations associated with the arbitration process will be binding upon both Parties."

13.2.3 Costs

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

14. **INTERVENING LAW**

- 14.1 This Agreement is entered into as a result of both private negotiation between the Parties, acting pursuant to the Act, and/or other applicable state laws or Commission rulings. If the actions of state or federal legislative bodies, courts, or regulatory agencies of competent jurisdiction invalidate, modify, or stay the enforcement of laws or regulations that were the basis for a provision of the contract, the affected provision will be invalidated, modified, or stayed as required by action of the legislative body, court, or regulatory agency. In such event, the Parties shall expend diligent efforts to arrive at an agreement respecting the modifications to the Agreement required. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions will be resolved pursuant to any remedy available to the Parties under law; provided that the Parties may mutually agree to use the dispute resolution process provided for in this Agreement.
- 14.2 In the event a court or regulatory agency of competent jurisdiction should determine that modifications of this Agreement are required to bring the services being

provided hereunder into compliance with the Act, the affected Party shall promptly give the other Party written notice of the modifications deemed required. Upon delivery of such notice, the Parties shall expend diligent efforts to arrive at an agreement respecting such modifications required, and if the Parties are unable to arrive at such agreement within sixty (60) days after such notice, either Party may seek any remedy available to it under law; provided that the Parties may mutually agree to invoke the dispute resolution process set forth in this Agreement.

15. SECTION 252 (i) OBLIGATIONS

If SWBT enters into an agreement approved by the Commission providing for Interconnection and Reciprocal Compensation with another Wireless Telecommunications Carrier in the State of Missouri (a "Third Party Agreement"), then Carrier shall have the option to avail itself of the terms and conditions of the Third Party Agreement in its entirety, without picking and choosing less than all of the provisions of the Third Party Agreement. Carrier acknowledges that other agreements are or will be on file with the Commission and that such agreements are available to the public. If Carrier desires to avail itself of a Third Party Agreement, it shall provide SWBT written notice of such desire, and the Parties shall be deemed to have adopted the Third Party Agreement, in place of this Agreement, sixty (60) days following SWBT's receipt of Carrier's notice.

16. ACCESS TO RIGHTS OF WAY

SWBT will provide Carrier nondiscriminatory access to poles, ducts, conduits and rights-of-way on rates, terms, and conditions that are consistent with the Pole Attachment Act, 47 U.S.C. Section 224. SWBT has prepared a Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way so as to comply with the Pole Attachment Act and applicable rules, regulations and Commission orders, including prior ruling of state commissions in interconnection arbitration proceedings. Carrier may execute the Master Agreement as a stand alone agreement or as an integral part of this Interconnection Agreement. SWBT will continue to negotiate specific contract language with Carrier if Carrier elects to execute the Master Agreement on an interim basis only.

17. CERTIFICATION REQUIREMENTS

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

18. MISCELLANEOUS PROVISIONS

18.1 Effective Date

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

18.2 Term and Termination

18.2.1 SWBT and Carrier agree to interconnect pursuant to the terms defined in this Agreement for an initial period terminating November 1, 1999, and thereafter the Agreement shall continue in force and effect unless and until terminated as provided herein. Either Party may terminate this Agreement by providing written notice of termination to the other Party, such written notice to be provided at least sixty (60) days in advance of the date of termination; provided, however, that no such termination shall be effective prior to the date one year from the Effective Date of this Agreement. By mutual agreement, SWBT and Carrier may amend this Agreement in writing to modify its terms.

18.2.2 Either Party may terminate this Agreement upon thirty (30) days written notice of a material breach of this Agreement by the other Party to this Agreement, which material breach remains uncured for the thirty (30) day period after written notice of the material breach by the non-breaching Party to the breaching Party; provided, however, that so long as the breaching Party is taking diligent, timely, and substantive action towards curing a breach that cannot be cured within such thirty days, then the non-breaching Party may not terminate the Agreement.

18.3 Binding Effect

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

18.4 Assignment

Neither Party may assign, subcontract, or otherwise transfer its rights or obligations under this Agreement except under such terms and conditions as are mutually acceptable to the other Party and with such Party's prior written consent, provided that either party may assign its rights and delegate its benefits, and delegate its duties and obligations under this Agreement without the consent of the other party to a 100 percent owned affiliate of the assigning party. which consent shall not be unreasonably withheld; provided that SWBT may assign its rights and delegate its benefits, and delegate its duties and obligations under this Agreement without the

consent of Carrier to a 100 per cent owned affiliate of SWBT. Nothing in this section is intended to impair the right of either Party to utilize subcontractors.

18.5 Third Party Beneficiaries

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

18.6 Force Majeure

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

18.7 DISCLAIMER OF WARRANTIES

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

18.8 Survival of Obligations

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

18.9 Waiver

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

18.10 Trademarks and Trade Names

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

18.11 Taxes

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

18.12 Relationship of the Parties

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

18.13 Services

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

18.14 Notices

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

To SWBT:

**Area Manager
Wireless Product Management.
Four Bell Plaza, Rm. 1810.04
Dallas TX, 75002**

**Keith Davis
Sr. Legal Counsel
Southwestern Bell Telephone
One Bell Plaza, Rm. 2900
Dallas, TX 75202-5398**

To Carrier:

**Douglas Gillespie
Nextel Communications, Inc.
1768 Old Meadows Road
McLean, Va. 22102**

24 Hour Network Management Contact:

For SWBT:

1-800-662-2163 Houston TX
1-800-982-7447 St. Louis, MO
1-800-472-1175 Fort Worth, TX

For Carrier:

1-888-563-9835

18.15 Expenses

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

18.16 Headings

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

18.17 Governing Law

The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties will be governed by the laws of the State in which services are to be provided hereunder, except insofar as federal law may control any aspect of this Agreement, in which case federal law will govern..

18.18 Multiple Counterparts

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

18.19 Complete Terms

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

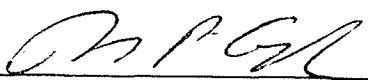
If this Agreement is acceptable to Carrier and SWBT, both Parties will sign in the space provided below. This Agreement shall not bind Carrier and SWBT until executed by both Parties.

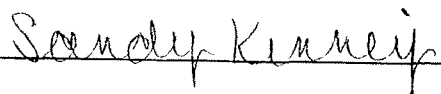
THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION.

Carrier: Nextel West Corp.

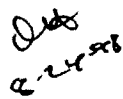
SWBT

By SBC Telecommunications, Inc., its agen

By: 

By: 

Print Name: Drew Caplan
Position/Title Vice President-Engineering

 Sandy Kinney
Vice President & General Manager
Industry Markets

Date: 8/9/98

Date: 8-25-98

MISSOURI

APPENDIX PRICING

1.0 Mobile to Land Interconnection Rates Per Minute of Use

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

2.0 Land to Mobile Interconnection Rates Per Minute of Use

All Interconnection Types	Transiting
\$.01	\$.004

3.0 Carrier facilities will be provided at rates, terms, and conditions developed on an individual case basis.**4.0 Shared Facility (1)(2)**

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

5.0 Inter MTA / Transiting Traffic

5.1 Inter MTA Traffic Factor (2)	1%
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5.2 Inter MTA Rates (to be paid to LEC by Carrier on applicable Inter MTA calls)

Land to Mobile (originating)	\$.022463
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Mobile to Land (terminating)	\$.022463
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5.3 Transiting Traffic Factor	2%
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5.4 Reciprocal Compensation Factor	20%
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(1) These factors represent the percentage of the facility rate that each Party will pay for each shared connecting facility.

(2) This is an interim factor agreed to by Carrier and LEC. This factor is to be verified within six (6) months of the Effective Date of this Agreement.

MISSOURI**APPENDIX PRICING (Continued)****6.0 Directory Assistance****6.1 Directory Assistance Rates (1)**

Per Call		\$.2975
Transport Per Call		
0 - 1 mile	\$.0028	>25 to 50 miles \$.0222
>1 to 25 miles	\$.0060	>50 miles \$.0351

6.2 Directory Assistance Call Completion (1)

6.2.2 Per Completed Call **\$.20**

6.2.3 Operator Service Circuits

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

7.0 Area Wide Calling Plan (AWCP)**7.1 AWCP Rates Per Minute of Use**

Local Switching	\$.008480
Local Transport	
0 - 1 mile	\$.0050
>1 to 25 miles	\$.0077
>25 to 50 miles	\$.0162
>50 miles	\$.0274
Carrier Common Line	\$.01

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

8.0 Signaling System 7 ("SS7") Transport

Rate per million octets **\$2.39**

- (1) If the Carrier chooses the Single Rate Option, then a rate of \$.50 shall apply for every DA call. With the Single Rate Option, DACC may be utilized by the Carrier's end user at no additional charge to the Carrier.

MISSOURI

APPENDIX PRICING (Continued)

9.0	Selective Class of Call Screening	Per Month	Nonrecurring Charge
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Per BAN per month	\$40.75	\$370.00
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10.0 Miscellaneous Nonrecurring Charges

Maintenance of Service

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

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

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

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

Additional Labor Rates

Installation

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

Testing & Mtce.

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

Supersede	Switched Services	\$ 17.00
	Special Services	\$ 14.00

MISSOURI**APPENDIX PRICING (Continued)****10.0 Miscellaneous Nonrecurring Charges (Continued)**

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

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

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

11.0 Carrier-Provided Facilities and Services

Prices for Carrier-provided facilities and services, not otherwise provided for in this Appendix Pricing shall be negotiated upon request by SWBT for such facilities or services and Carrier agreements, at its sole discretion, to provide such facilities or services.

Nextel Appendix MTA & License Areas

State	LATA	MTA	CLLI Address	V/H	CLLI	Type of Switch
Missouri	520	19	900 Walnut, St. Louis MO 63101	06807/03483	STLSMOZCXXZ	Alcatel 1630
	520	19	1 CityPlace Dr, St. Louis MO 63141	06818/03517	CRVCMOBT1MD	Alcatel 1630
	524	34	324 E 11th , Kansas City MO 64106	07027/04202	KSCYMO039MD	Alcatel 1630
	524	34	1721 South 16th, St. Joseph MO 64501	06701/06913	STJSMOEP2MD	Alcatel 1630

SWBT APPENDIX DCO
TANDEM POIs

LATA/SECTOR	VCOORD	HCOORD	CLLI	TYPE
520 - SIKESTON	7099	3220	SKSTMOGR04T	DMS100/200
520 - ST.LOUIS-JEFFERSON	6807	3490	STLSMO0501T	5ESS
520 - ST.LOUIS-LADUE	6818	3517	STLSMO2101T	5ESS
522 - SPRINGFIELD	7311	3833	SPFDMOTL02T	DMS200
524 - CHILLICOTHE	6820	4104	CHLCMOMI06T	DMS100/200
524 - KANSAS CITY	7049	4210	KSCYKSJO07T	DMS100/200
524 - KANSAS CITY	7207	4202	KSCYMO5503T	DMS100/200
524 - KIRKSVILLE	6674	3993	KKVLMOMO10T	DMS100/200
524 - MOBERLY	6817	3899	MBRLMOAM06T	5ESS
524 - ST.JOSEPH	6913	4301	STJSMODN03T	DMS100/200

APPENDIX DCO
SWBT Missouri EO POIS

CLLI	EXCHANGE	EQ TYPE	LATA	V-COORD	H-COORD	STREET ADDRESS
BLSPMOCADS0	BLUE SPRINGS	DGTL/D100	524	7023	4148	300 S 15TH S
CHFDMO52DSA	CHESTERFIELD	DGTL/5ES	520	6831	3545	16752 WILD
CHLCMOMIDS0	CHILLICOTHE	DGTL/D1/2	524	6820	4104	501 CHERRY
CPGRMOEDDSA	CAPE GIRARDEAU	DGTL/5ES	520	7012	3252	800 BROAD
CRTHMOFLDS0	CARTHAGE	DGTL/D100	522	7390	3993	225 W 6TH, C
ELDNMOEXDSA	ELDON	DGTL/5ES	520	7036	3825	104 S OAK, E
FLRVMOGEDSA	FLAT RIVER	DGTL/5ES	520	6982	3458	222 W MAIN,
FNTNMO54DS0	FENTON	DGTL/5ES	520	6847	3508	200 MAIN, FE
FSTSMOYEDS0	FESTUS	DGTL/D100	520	6901	3474	120 N SECO
HNBLMOACDSA	HANNIBAL	DGTL/D1/2	520	6688	3763	820 BROAD
HVTRMO67DSA	HVSTR HARVESTER	DGTL/D100	520	6816	3557	111 TOELLE,
JPLNMOMACG0	JOPLIN	1SPC/1AAP	522	7422	4018	8TH & PEARL
KKVLMOMODS0	KIRKSVILLE	DGTL/D1/2	524	6674	3993	216 E. WASH
KSCYMO01DS0	KC BENTON	DGTL/5ES	524	7024	4195	1123 CLEVEL
KSCYMO02CG0	KC HILAND	1SPC/1AAP	524	7044	4194	6213 HOLME
KSCYMO04CG0	KC WABASH	1SPC/1AAP	524	7034	4193	3901 MONTG
KSCYMO05CG0	KC WESTPORT	1SPC/1AAP	524	7036	4199	107 E. 39TH
KSCYMO20DS0	KC NASHUA	DGTL/D100	524	6998	4215	100 E. BARR
KSCYMO21DS0	KC GLADSTONE	DGTL/5ES	524	7008	4205	5112 ANTIOC
KSCYMO22CG0	KC INDEPENDENCE	1SPC/1AAP	524	7018	4177	215 N. SPRIN
KSCYMO23DS0	KC PARKVILLE	DGTL/5ES	524	7008	4221	6407 N.W. R
KSCYMO24CG0	KC RAYTOWN	1SPC/1AAP	524	7036	4176	5828 MAYWO
KSCYMO25DS0	KC SOUTH	DGTL/5ES	524	7058	4178	5903 REDBRI
KSCYMO40DS0	KC BELTON	DGTL/5ES	524	7081	4170	612 WALNUT
KSCYMO41CG0	KC LEES SUMMIT	1SPC/1AAP	524	7050	4154	202 E. 3RD S
KSCYMO42DS0	KC LIBERTY	DGTL/5ES	524	6987	4190	140 N. GALL
KSCYMO44DS0	KC EAST INDEPEN	DGTL/5ES	524	7007	4168	GUDGELL &
KSCYMO45DS0	KC SOUTH WILLOW	DGTL/5ES	524	7062	4188	11021 HOLM
KSCYMO48DS0	KC INDEP SOUTH	DGTL/5ES	524	7027	4166	16880 E. 40 H
KSCYMO55DS0	KC MCGEE	DGTL/D1/2	524	7027	4202	1101 MCGEE
KSCYMO55DS1	KC MCGEE	DGTL/D100	524	7027	4202	1101 MCGEE
KSCYMO55DS3	KC MCGEE TDM	DGTL/5ES	524	7027	4202	1101 MCGEE
MBRLMOAMDS0	MOBERLY	DGTL/5ES	524	6817	3899	225 W. COAT
MNCHMO59CG0	MANCHESTER	1SPC/1AAP	520	6839	3532	200 MANCHE 63011
MXVLMO60DSA	MAXVILLE	DGTL/5ES	520	6858	3494	1679 BIG BIL
PPBLMOSUDSA	POPLAR BLUFF	DGTL/5ES	520	7185	3335	601 VINE, PO
SKSTMOGRDSA	SIKESTON	DGTL/D1/2	520	7099	3220	121 E CENTE
SPFDMOMCDS0	SPFD MCDANIEL	DGTL/D100	522	7311	3834	510 E. MCDA
SPFDMOMCDS1	SPFD MCDANIEL	DGTL/5ES	522	7311	3834	510 E. MCDA
SPFDMOTLDS0	SPDF TDM	DGTL/D1/2	522			600 ST LOUI
SPFDMOTUDS0	SPFD TUXEDO	DGTL/D100	522	7321	3826	3028 S. FRE
STCHMO63DSA	ST CHARLES	DGTL/D100	520	6798	3542	402 N THIRD,
STJSMODNDS0	ST JOSEPH DWTN	DGTL/D1/2	524	6913	4301	320 N.10TH S
STLSMO01DSA	STL CHESTNUT	DGTL/D100	520	6807	3483	1010 PINE, S
STLSMO01DSC	STL CHESTNUT	DGTL/D100	520	6807	3483	1010 PINE, S
STLSMO02CG0	STL EVERGREEN	1SPC/1AAP	520	6801	3500	3710 HAMILT
STLSMO03CG0	STL FLANDERS	1SPC/1AAP	520	6823	3493	5410 JANUA
STLSMO04CG0	STL FOREST	1SPC/1AAP	520	6808	3497	5189 DELMA
STLSMO0501T	STL JEFFERSON	DGTL/5ES	520	6807	3490	3810 WASHI

STLSMO05CG0	STL JEFFERSON	1SPC/1AAP	520	6807	3490	3810 WASHI
STLSMO06CG0	STL MISSION	1SPC/1AAP	520	6819	3500	7216 LANHA
STLSMO07CG0	STL PARKVIEW	1SPC/1AAP	520	6810	3502	6214 DELMA
STLSMO07DSA	STL PARKVIEW	DGTL/D100	520	6810	3502	6214 DELMA
STLSMO08CG0	STL PROSPECT	1SPC/1AAP	520	6814	3488	2317 S GRAN
STLSMO11DSA	STL MELROSE	DGTL/5ES	520	6829	3490	4325 WEBER
STLSMO20DSA	STL FERGUSON	DGTL/5ES	520	6792	3512	330 N FLORI
STLSMO2101T	STL LADUE	DGTL/5ES	520	6818	3517	135 N LINDB
STLSMO21CG0	STL LADUE	1SPC/1AAP	520	6818	3517	135 N LINDB
STLSMO21DS3	STL LADUE	DGTL/5ES	520	6818	3517	135 N LINDB
STLSMO22CG0	STL MEHLVILLE	1SPC/1AAP	520	6842	3492	4321 LEMAY
STLSMO23CG0	STL OVERLAND	1SPC/1AAP	520	6802	3517	3501 WOODS
STLSMO24CG0	STL RIVERVIEW	1SPC/1AAP	520	6787	3503	10024 DUKE
STLSMO25DSA	STL SAPPINGTON	DGTL/5ES	520	6839	3502	11640 GRAV
STLSMO26DSA	STL WEBSTER GR	DGTL/D100	520	6826	3505	5 W LOCKW
						63119
STLSMO27CG0	STL CREVE COEUR	1SPC/1AAP	520	6818	3532	12930 OLIVE
STLSMO40CG0	STL FLORISSANT	1SPC/1AAP	520	6784	3518	707 ST JOSE
STLSMO41CG0	STL KIRKWOOD	1SPC/1AAP	520	6831	3511	115 WEST A
STLSMO42CG0	STL BRDGTN WEST	1SPC/1AAP	520	6800	3530	12397 ST CH
STLSMO43CG0	STL BRDGTN	1SPC/1AAP	520	6793	3524	505 MCDON
	HZLWD					
STLSMO45DSA	STL SPANISH LAKE	DGTL/5ES	520	6777	3504	1971 PARKE
VYPKMO64DS0	VALLEY PARK	DGTL/5ES	520	6844	3521	324 FOREST,

APPENDIX - NUMBER PORTABILITY

Southwestern Bell Telephone Company (SWBT) will provide Local Number Portability ("LNP"; also referred to in the Tariff as "Service Provider Number Portability" or "SPNP") to Carrier pursuant to the LNP-related rights and obligations established by pertinent law, and by the FCC, in accordance with FCC Tariff No. 73 ("the Tariff"), which is incorporated herein to the extent pertinent to LNP, and as provided herein.

1. The Parties will cooperate in conducting testing to ensure interconnectivity between their networks. Each Party will inform the other of any network updates that may affect the other's network and will, at the other's request, perform tests to validate the operation of the network.
2. The Parties agree to comply with such industry guidelines as may be established for the treatment of vacant telephone numbers, including provisions for number pooling, where available.
3. Carrier shall be charged, for any LNP queries SWBT is required to perform for Carrier, the default rates provided in the Tariff unless Carrier has pre-arranged for the handling of its LNP queries by SWBT by purchasing the SPNP Query - Prearranged. As part of that purchase, Carrier must advise SWBT of the entry point(s) of queries to the SWBT network and provide a query forecast containing Carrier's total number of LNP queries expected monthly and a busy hour forecast by Metropolitan Statistical Area, 11 digit CLLI code of your switch and 11 digit CLLI code of the SWBT switch where interconnection occurs for each entry point. A sample form that can be used to provide this data is included as page 3 of this appendix. SWBT reserves the right to designate the STP to which such prearranged queries will be directed.
4. Carrier will adhere to the industry-defined Local Service Request (LSR) format and PNP due date intervals. These standards can be found on the NPAC website, which is currently located at www.npac.com.
5. SWBT will port any reserved numbers for which payment is being received (e.g., DID numbers).
6. When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original end user, the ported telephone number will be released back to the carrier owning the switch in which the telephone number's NXX is native.
7. Industry guidelines will be followed regarding all aspects of porting numbers from one network to another. The Parties agree to implement PNP in compliance with applicable FCC or Commission orders.
8. Telephone numbers can be ported only within SWBT toll rate centers as approved by State Commissions.

9. Telephone numbers in the following SWBT NXXs will not be ported: SWBT Official Communications Services (OCS) NXXs and wireless NXXs until date set forth by the FCC for Wireless Number Portability (WNP).

PAGE _____ of _____

NAME OF COMPANY _____

SINGLE POINT OF CONTACT FOR INTRACOMPANY TESTING:

NAME _____
TELEPHONE NUMBER _____

MSA _____

[illegible]

Return to: Jacquie Roberts
Four Bell Plaza, Room 1860.02
Dallas, Texas 75202
(214) 858-0775 (Fax)

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

(3)

18.2.1 This Agreement shall be in effect until November 1, 2003, and thereafter the Agreement shall continue in force and effect unless and until terminated as provided herein. Either Party may terminate this Agreement by providing written notice of termination to the other Party, such written notice to be provided at least sixty (60) days in advance of the date of termination; provided, however, that no such termination shall be effective prior to the date one year from the Effective Date of this Agreement. By mutual agreement, SWBT and Carrier may amend this Agreement in writing to modify its terms.

(2)

Section 18.2 Term and Termination of the Agreement is amended to reflect a one-year extension and now reads as follows:

(1)

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

The Agreement for Interconnection and Reciprocal Compensation ("the Agreement") approved on January 20, 1999 in the state of Missouri, by and between SBC Southwestern Bell ("SBC") and Nextel West Corp. ("Carrier") (jointly referred to as "the Parties"), is hereby amended as follows:

NEXTEL WEST CORP.

and

SOUTHWESTERN BELL TELEPHONE COMPANY

between

AGREEMENT FOR INTERCONNECTION AND RECIPROCAL COMPENSATION

to

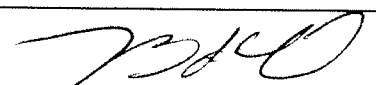
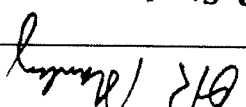
AMENDMENT

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

This Amendment to the Agreement for Interconnection and Reciprocal Compensation was exchanged in triplicate on this 1st day of April, 2002, by SBC, signing by and through its duly authorized representative, and Carrier, signing by and through its duly authorized representative.

Nextel West Corp.

*Southwestern Bell Telephone Company
By: SBC Telecommunications, Inc.,
Its authorized agent

Signature: 	Signature: 
Name: <u>Drew Caplan</u> (Print or Type)	Name: <u>O.R. Stanley</u> (Print or Type)
Title: <u>VP, Network Secs.</u>	Title: <u>President-Industry Markets</u>
Date: <u>March 21, 2002</u>	Date: <u>APR 01 2002</u>

*On January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Board*, 525 U.S. 366 (1999) (and on remand *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000)) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999). In addition, on July 18, 2000, the United States Court of Appeals for the Eighth Circuit issued its opinion in *Iowa Utilities Board v. FCC*, No. 96-3321, 2000 Lexis 17234 (July 18, 2000), which is the subject of a pending appeal before the Supreme Court. In addition, on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued in the *Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), which is the subject of a pending request for reconsideration and a pending appeal. By executing this amendment, SBC does not waive any of its rights, remedies or arguments with respect to any such decisions or proceedings and any remands thereof, including its right to seek legal review or a stay of such decisions and its rights contained in the Interconnection Agreement. SBC further notes that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Inter-carrier Compensation for ISP-bound Traffic* (the "ISP Inter-carrier Compensation Order.") By executing this Amendment and carrying out the inter-carrier compensation rates, terms and conditions herein, SBC does not waive any of its rights, and expressly reserves all of its rights, under the ISP Inter-carrier Compensation Order, including but not limited to its right to exercise its option at any time in the future to invoke the Intervening Law or Change of Law provisions and to adopt on a date specified by SBC the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions.

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a SBC MISSOURI
AND
NEXTEL WEST CORP.**

Southwestern Bell Telephone, L.P.¹ d/b/a SBC Missouri, as the Incumbent Local Exchange Carrier in Missouri, (hereafter, "ILEC") and Nextel West Corp., as a Commercial Mobile Radio Service ("CMRS") provider in Missouri, (referred to as "CARRIER"), in order to amend, modify and supersede any affected provisions of their Interconnection Agreement with ILEC in Missouri ("Interconnection Agreement"), hereby execute this Reciprocal Compensation Amendment for ISP-Bound Traffic and Federal Telecommunications Act Section 251(b)(5) Traffic (Adopting FCC's Interim ISP Terminating Compensation Plan) ("Amendment"). A CMRS provider is not a "LEC."

1.0 Scope of Amendment

- 1.1 ILEC made an offer to all telecommunications carriers in the state of Missouri (the "Offer") to exchange traffic on and after June 1, 2004 under Section 251(b)(5) of the Act pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) ("FCC ISP Compensation Order") which was remanded but not vacated in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).
- 1.2 The purpose of this Amendment is to include in CARRIER's Interconnection Agreement the rates, terms and conditions of the FCC's interim ISP terminating compensation plan for the exchange of ISP-Bound traffic lawfully compensable under the FCC ISP Compensation Order ("ISP-Bound Traffic") and traffic lawfully compensable under Section 251(b)(5) ("Section 251(b)(5) Traffic").
- 1.3 This Amendment is intended to supercede any and all contract sections, appendices, attachments, rate schedules, or other portions of the underlying Interconnection Agreement that set forth rates, terms and conditions for the terminating compensation for all ISP-Bound Traffic and all Section 251(b)(5) Traffic exchanged between ILEC and CARRIER. Any inconsistencies between the provisions of this Amendment and provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Amendment.

2.0 Rates, Terms and Conditions of FCC's Interim Terminating Compensation Plan for ISP-Bound Traffic and Section 251(b)(5) Traffic.

- 2.1 ILEC and CARRIER hereby agree that the following rates, terms and conditions shall apply to ISP-Bound Traffic and Section 251(b)(5) Traffic exchanged between the Parties on and after the date this Amendment becomes effective pursuant to Section 4.1 of this Amendment.
- 2.2 Reciprocal Compensation Rate Schedule for ISP-Bound Traffic and Section 251(b)(5) Traffic:
 - 2.2.1 The rates, terms, conditions in this section apply only to the termination of ISP-Bound Traffic and Section 251(b)(5) Traffic, and ISP-Bound Traffic is subject to the growth caps in Section 2.3, the new market restrictions in Section 2.4 and rebuttable presumption in Section 2.6. Notwithstanding anything contrary

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

in this Amendment, the growth caps in Section 2.3, the new market restrictions in Section 2.4 and the rebuttable presumption in Section 2.6 only apply to LECs and ILEC.

- 2.2.2 The Parties agree to compensate each other for the transport and termination of ISP-Bound Traffic and Section 251(b)(5) Traffic on a minute of use basis, at \$.0007 per minute of use.

2.3 ISP-Bound Traffic Minutes Growth Cap

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

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

Notwithstanding anything contrary herein, in Calendar Year 2004, LEC and ILEC agree that ISP-Bound Traffic exchanged between LEC and ILEC during the entire period from January 1, 2004 until December 31, 2004 shall be counted towards determining whether LEC has exceeded the growth caps for Calendar Year 2004.

- 2.3.2 ISP-Bound Traffic minutes that exceed the applied growth cap will be Bill and Keep. "Bill and Keep" refers to an arrangement in which neither of two interconnecting Parties charges the other for terminating traffic that originates on the other network.

2.4 Bill and Keep for ISP-Bound Traffic in New Markets

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

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

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

2.6 ISP-Bound Traffic Rebuttable Presumption

In accordance with Paragraph 79 of the FCC's ISP Compensation Order, LEC and ILEC agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between LEC and ILEC exceeding a 3:1 terminating to originating ratio is presumed to be ISP-Bound Traffic subject to the compensation and growth cap terms in this Section 2.0. Either party has the right to rebut the 3:1 ISP presumption by identifying the actual ISP-Bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio

shall be utilized by the Parties as of the date of the Commission approval and, in addition, shall be utilized to determine the appropriate true-up as described below. During the pendency of any such proceedings to rebut the presumption, LEC and ILEC will remain obligated to pay the presumptive rates (reciprocal compensation rates for traffic below a 3:1 ratio, the rates set forth in Section 2.2.2 for traffic above the ratio) subject to a true-up upon the conclusion of such proceedings. Such true-up shall be retroactive back to the date a Party first sought appropriate relief from the Commission.

3.0 Reservation of Rights

- 3.1 The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol ("VoIP") and traffic utilizing in whole or part Internet Protocol technology under the Dispute Resolution provisions of this Agreement, including but not limited, to any rights they may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (Rel. April 21, 2004). The Parties acknowledge that there is an on-going disagreement between LECs and ILEC over whether or not, under the law, VoIP traffic or traffic utilizing in whole or part IP technology is subject to reciprocal compensation or switched access charges. The Parties therefore agree that neither one will argue or take the position before any regulatory commission or court that this Amendment constitutes an agreement as to whether or not reciprocal compensation or switched access charges apply to that traffic or a waiver by either party of their position or their rights as to that issue. The Parties further agree that they each have reserved the right to advocate their respective positions relating to the treatment and compensation for VoIP traffic and traffic utilizing in whole or part Internet Protocol technology before any state commission or the Federal Communications Commission ("FCC") whether in bilateral complaint dockets, arbitrations under Section 252 of the Act, state commission or FCC established rulemaking dockets, or before any judicial or legislative body.

4.0 Miscellaneous

- 4.1 If this Amendment is executed by CARRIER and such executed Amendment is received by ILEC on or before June 28, 2004, this Amendment will be effective as of June 1, 2004, subject to any necessary state commission approval; provided, however, the rates will not be implemented in ILEC's billing system until after any necessary state commission approval, at which time the rates billed by the Parties beginning on June 1, 2004 will be subject to a true-up. If this Amendment is executed by CARRIER but such executed Amendment is not received by ILEC until after June 28, 2004, this Amendment will become effective ten (10) days following the date such Amendment is approved or is deemed to have been approved by the applicable state commission.
- 4.2 This Amendment is coterminous with the underlying Interconnection Agreement and does not extend the term or change the termination provisions of the underlying Interconnection Agreement.
- 4.3 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING INTERCONNECTION AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 4.4 Every rate, term and condition of this Amendment is legitimately related to the other rates, terms and conditions in this Amendment. Without limiting the general applicability of the foregoing, the change of law provisions of the underlying Interconnection Agreement, including but not limited to the "Intervening Law" or "Change of Law" or "Regulatory Change" section of the General Terms and Conditions of the Interconnection Agreement and as modified in this Amendment, are specifically agreed by the Parties to be legitimately related to, and inextricably intertwined with this the other rates, terms and conditions of this Amendment.
- 4.5 In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via

written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36), and the FCC's Biennial Review Proceeding; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), SBC Missouri shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CARRIER's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). The Parties acknowledge and agree that SBC Missouri has exercised its option to adopt the FCC ISP terminating compensation plan ("FCC Plan") in Missouri and as of the date of that election by SBC Missouri, the FCC Plan shall apply to this Agreement, as more specifically provided for in this Amendment. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

IN WITNESS WHEREOF, this Reciprocal Compensation Amendment for ISP-Bound Traffic and Federal Telecommunications Act Section 251(b)(5) Traffic (Adopting FCC Interim Terminating Compensation Plan) to the Interconnection Agreement was exchanged in triplicate on this 5 day of July, 2004, by SBC Missouri, signing by and through its duly authorized representative, and CARRIER, signing by and through its duly authorized representative.

Nextel West Corp.

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

Signature: [Signature]

Signature: [Signature]

Name: Steve Sacks

(Print or Type)

Name: Mike Auinbauh

(Print or Type)

Title: Director, Telco Cost Mgmt

(Print or Type)

Title: For/

President - Industry Markets

Date: May 28, 2004

Date: JUL 05 2004

FACILITIES-BASED OCN # 6232

ACNA NXT