CELLULAR/PCS INTERCONNECTION AGREEMENT

by and between

Illinois Valley Cellular RSA2-I Partnership; Illinois Valley Cellular RSA2-II Partnership; Illinois Valley Cellular RSA2-III Partnership

and

Illinois Bell Telephone Company d/b/a AT&T Illinois

TABLE OF CONTENTS

SECTION	SECTION NO.
DEFINITIONS	1
INTERPRETATION, CONSTRUCTION AND SEVERABILITY	2
GENERAL RESPONSIBILITIES OF THE PARTIES	3
EFFECTIVE DATE, TERM, AND TERMINATION	4
BILLING AND PAYMENT OF CHARGES	5
DISPUTE RESOLUTION	6
AUDITS	7
DISCLAIMER OF REPRESENTATIONS AND WARRANTIES	8
LIMITATION OF LIABILITY	9
INDEMNITY	10
INTELLECTUAL PROPERTY	11
NOTICES	12
PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS	13
CONFIDENTIALITY	14
INTERVENING LAW	15
GOVERNING LAW	16
REGULATORY APPROVAL	17
COMPLIANCE AND CERTIFICATION	18
LAW ENFORCEMENT	19
RELATIONSHIP OF THE PARTIES/INDEPENDENT CONTRACTOR	20
NO THIRD PARTY BENEFICIARIES; DISCLAIMER OF AGENCY	21
ASSIGNMENT	22
SUBCONTRACTING	23
RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION	24
FORCE MAJEURE	25
TAXES	26
NON-WAIVER	27
NETWORK MAINTENANCE AND MANAGEMENT	28
SIGNALING	29
TRANSMISSION OF TRAFFIC TO THIRD PARTIES	30
INTENTIONALLY LEFT BLANK	31
END USER INQUIRIES	32
EXPENSES	33

CONFLICT OF INTEREST 34
SURVIVAL OF OBLIGATIONS 35
SCOPE OF AGREEMENT 36
AMENDMENTS AND MODIFICATIONS 37
AUTHORIZATION 38
ENTIRE AGREEMENT 39
MULTIPLE COUNTERPARTS 40
DIALING PARITY 41
REMEDIES 42
NUMBERING 43
NUMBER PORTABILITY 44

CELLULAR/PCS INTERCONNECTION AGREEMENT

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 for Commercial Mobile Radio Services (the "Agreement") by and between one or more of the following ILEC's: Illinois Bell Telephone d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut and Southwestern Bell Telephone, L. P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and AT&T Texas, and Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, (only to the extent that the agent for each such ILEC executes this Agreement for such ILEC and only to the extent that such ILEC provides Telephone Exchange Services as an ILEC in each of the state(s) listed below) and Illinois Valley Cellular RSA2-I Partnership; Illinois Valley Cellular RSA2-II Partnership; Illinois Valley Cellular RSA2-III Partnership , (a Illinois general partnership), a Wireless Service Provider ("WSP"), shall apply to the state(s) of Illinois.

WHEREAS, WSP holds authority from the Federal Communications Commission to operate as a cellular licensee to provide Authorized Services in the State(s), and intends to provide commercial mobile radio services employing such licensed frequency(ies); and

WHEREAS, the Parties desire to enter into an agreement for the interconnection of their respective networks within the portions of the State in which both Parties are authorized to operate and deliver traffic for the provision of telecommunications services pursuant to the Telecommunications Act of 1996 and other applicable federal, state and local laws;

NOW, THEREFORE, the Parties hereby agree as follows:

This Agreement is composed of General Terms and Conditions, which are set forth below, together with certain Appendices, Schedules, Exhibits and Addenda which immediately follow this Agreement, all of which are hereby incorporated in this Agreement by this reference and constitute a part of this Agreement.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

1.1 Capitalized Terms used in this Agreement shall have the respective meanings specified below in, Section 1.x of each Appendix attached hereto, and/or as defined elsewhere in this Agreement.

1.2 "Access Tandem" means a local exchange carrier switching system that provides a concentration and distribution function for originating and/or terminating traffic between a LEC end office network and IXC POP's.

1.3 "Accessible Letters" are correspondence used to communicate pertinent information regarding AT&T-13STATE to the client/End User community.

1.4 "Act" means the Communications Act of 1934 [47 U.S.C. 153], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.

1.5 "Affiliate" is as defined in the Act.

1.6 "Ancillary Services" means optional supplementary services such as directory assistance, N11, operator services, Service Access Codes (600, 700, 800 and 900 services, but not including 500 services) and Switched Access Services. Enhanced 911 ("E911") is not an Ancillary Service.

1.7 "Ancillary Services Connection" means a one-way, mobile-to-land Type 1 interface used solely for the transmission and routing of Ancillary Services traffic.

1.8 "Answer Supervision" means an off–hook supervisory signal sent by the receiving Party's Central Office Switch to the sending Party's Central Office Switch on all Completed Calls after address signaling has been completed.

1.9 "Applicable Law" means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including without limitation those relating to the environment or health and safety, of any Governmental Authority that apply to the Parties or the subject matter of this Agreement.

1.10 "ASR" ("Access Service Request") is an industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of Interconnection.

1.11 "AT&T-2STATE" - As used herein, AT&T-2STATE means AT&T CALIFORNIA and AT&T NEVADA (and previously referred to as "SBC-2STATE"), the applicable AT&T-owned ILEC(s) doing business in California and Nevada.

1.12 "AT&T-4STATE" - As used herein, AT&T-4STATE means Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI and AT&T OKLAHOMA (and previously referred to as "SBC-4STATE"), the applicable AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.

1.13 "AT&T-7STATE" - As used herein, AT&T-7STATE means AT&T SOUTHWEST REGION 5-STATE, AT&T CALIFORNIA and AT&T NEVADA (and previously referred to as "SBC-7STATE"), the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.

1.14 "AT&T-8STATE" - As used herein, AT&T-8STATE means AT&T SOUTHWEST REGION 5-STATE AT&T CALIFORNIA, AT&T NEVADA, and AT&T CONNECTICUT (and previously referred to as "SBC-8STATE"), the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.

1.15 "AT&T-10STATE" - As used herein, AT&T-10STATE means AT&T SOUTHWEST REGION 5-STATE and AT&T MIDWEST REGION 5-STATE (and previously referred to as "SBC-10STATE"), the

applicable AT&T-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.

1.16 "AT&T-12STATE" - As used herein, AT&T-12STATE means AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE and AT&T-2STATE (and previously referred to as "SBC-12STATE"), the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

1.17 "AT&T-13STATE" - As used herein, AT&T-13STATE means AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE, AT&T-2STATE and AT&T CONNECTICUT (and previously referred to as "SBC-13STATE"), the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

1.18 "AT&T ARKANSAS" - As used herein, AT&T ARKANSAS means Southwestern Bell Telephone Company d/b/a AT&T Arkansas (and previously referred to as "SBC Arkansas"), the applicable AT&T-owned ILEC doing business in Arkansas.

1.19 "AT&T CALIFORNIA" - As used herein, AT&T CALIFORNIA means Pacific Bell Telephone Company d/b/a AT&T California (and previously referred to as "SBC California"), the applicable AT&T-owned ILEC doing business in California.

1.20 "AT&T CONNECTICUT" - As used herein, AT&T CONNECTICUT means The Southern New England Telephone Company d/b/a AT&T Connecticut (and previously referred to as "SBC Connecticut"), the applicable above listed ILEC doing business in Connecticut.

1.21 "AT&T ILLINOIS" - As used herein, AT&T ILLINOIS means Illinois Bell Telephone Company d/b/a AT&T Illinois (and previously referred to as "SBC Illinois"), the applicable AT&T-owned ILEC doing business in Illinois.

1.22 "AT&T INDIANA" - As used herein, AT&T INDIANA means Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana (and previously referred to as "SBC Indiana"), the applicable AT&T-owned doing business in Indiana.

1.23 "AT&T KANSAS" - As used herein, AT&T KANSAS means Southwestern Bell Telephone Company d/b/a AT&T Kansas (and previously referred to as "SBC Kansas"), the applicable AT&T-owned ILEC doing business in Kansas.

1.24 "AT&T MICHIGAN" - As used herein, AT&T MICHIGAN means Michigan Bell Telephone Company d/b/a AT&T Michigan (and previously referred to as "SBC Michigan"), the applicable AT&T-owned doing business in Michigan.

1.25 "AT&T MIDWEST REGION 5-STATE" - As used herein, AT&T MIDWEST REGION 5-STATE means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin (and previously referred to as "SBC MIDWEST REGION 5-STATE"), the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.

1.26 "AT&T MISSOURI" - As used herein, AT&T MISSOURI means Southwestern Bell Telephone Company d/b/a AT&T Missouri (and previously referred to as "SBC Missouri"), the applicable AT&T-owned ILEC doing business in Missouri.

1.27 "AT&T NEVADA" - As used herein, AT&T NEVADA means Nevada Bell Telephone Company d/b/a AT&T Nevada (and previously referred to as "SBC Nevada"), the applicable AT&T-owned ILEC doing business in Nevada.

1.28 "AT&T OHIO" - As used herein, AT&T OHIO means The Ohio Bell Telephone Company d/b/a AT&T Ohio (and previously referred to as "SBC Ohio"), the applicable AT&T-owned ILEC doing business in Ohio.

1.29 "AT&T OKLAHOMA" - As used herein, AT&T OKLAHOMA means Southwestern Bell Telephone Company d/b/a AT&T Oklahoma (and previously referred to as "SBC Oklahoma"), AT&T-owned ILEC doing business in Oklahoma.

1.30 "AT&T SOUTHWEST REGION 5-STATE" - As used herein, AT&T SOUTHWEST REGION 5-STATE means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas (and previously referred to as "SBC SOUTHWEST REGION 5-STATE"), the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.

1.31 "AT&T TEXAS" - As used herein, AT&T TEXAS means Southwestern Bell Telephone Company d/b/a AT&T Texas (and previously referred to as "SBC Texas"), AT&T-owned ILEC doing business in Texas.

1.32 "AT&T WISCONSIN" - As used herein, AT&T WISCONSIN means Wisconsin Bell, Inc. d/b/a AT&T Wisconsin (and previously referred to as "SBC Wisconsin"), the applicable AT&T-owned ILEC doing business in Wisconsin.

1.33 "Authorized Services" means those cellular services which WSP may lawfully provide pursuant to Applicable Law, including the Act, and that are considered to be CMRS. This Agreement is solely for the exchange of Authorized Services traffic between the Parties.

1.34 "Business Day" means Monday through Friday, excluding holidays on which AT&T-13STATE does not provision new retail services and products in the State.

1.35 "CCS" ("Common Channel Signaling") means an out-of-band, packet-switched, signaling network used to transport supervision signals, control signals, and data messages. It is a special network, fully separate from the transmission path of the public switched network. Unless otherwise agreed by the Parties, the CCS protocol used by the Parties shall be SS7.

1.36 "Cell Site" means a transmitter/receiver location, operated by a WSP, through which radio links are established between a wireless system and mobile units.

1.37 "Central office switch" (Central Office) is a switching entity within the public switched telecommunications network, including but not limited to:

1.37.1 "End Office Switch" or "End Office" is a switching machine that directly terminates traffic to and receives traffic from purchasers of local exchange services. An End Office Switch does not include a PBX.

1.37.2 "Tandem Office Switch" or "Tandem(s)" are used to connect and switch trunk circuits between and among other Central Office Switches. A Tandem Switch does not include a PBX.

1.38 "CLLI" ("Common Language Location Identifier") codes provide a unique 11-character representation of a network interconnection point. The first 8 characters identify the city, state and building location, while the last 3 characters identify the network component.

1.39 "Claim(s)" means any pending or threatened claim, action, proceeding or suit.

1.40 "CLASS Features" ("Custom Local Area Signaling Service Features") means certain Common Channel Signaling based features available to End Users, including: Automatic Call Back; Call Trace; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

1.41 "CMRS" ("Commercial Mobile Radio Service") is as described in the Act and FCC rules.

1.42 "Commission" means the applicable State agency with regulatory authority over Telecommunications. Unless the context otherwise requires, use of the term "Commissions" means all of the thirteen agencies listed in this Section. The following is a list of the appropriate State agencies:

1.42.1 "AR-PSC" means the "Arkansas Public Service Commission";

1.42.2 "CA-PUC" means the "Public Utilities Commission of the State of California";

1.42.3 "DPUC" means the "Connecticut Department of Public Utility Control";

1.42.4 "IL-CC" means the "Illinois Commerce Commission";

1.42.5 "IN-URC" means the "Indiana Utilities Regulatory Commission";

1.42.6 "KS-CC" means the "Kansas Corporation Commission";

1.42.7 "MI-PSC" means the "Michigan Public Service Commission";

1.42.8 "MO-PSC" means the "Missouri Public Service Commission";

1.42.9 "NV-PUC" means the "Public Utilities Commission of Nevada";

1.42.10 "PUC-OH" means the "Public Utilities Commission of Ohio";

1.42.11 "OK-CC" means the "Oklahoma Corporation Commission";

1.42.12 "PUC-TX" means the "Public Utility Commission of Texas"; and

1.42.13 "PSC-WI" means the "Public Service Commission of Wisconsin."

1.43 "Completed Call" means a call that is delivered by one Party to the other Party and for which a connection is established after Answer Supervision.

1.44 "Consequential Damages" means Losses claimed to have resulted from any indirect, incidental, reliance, special, consequential, punitive, exemplary, multiple or any other Loss, including damages claimed to have resulted from harm to business, loss of anticipated revenues, savings, or profits, or other economic Loss claimed to have been suffered not measured by the prevailing Party's actual damages, and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions.

1.45 "Conversation MOU" means the minutes of use that both Parties' equipment is used for a Completed Call, measured from the receipt of Answer Supervision to the receipt of Disconnect Supervision.

1.46 "CPN" ("Calling Party Number") means a Signaling System 7 "SS7" parameter whereby the ten (10) digit number of the calling Party is forwarded from the End Office.

1.47 "Day" means calendar day unless "Business Day" is specified.

1.48 "DEOT" means Direct End Office Trunk.

1.49 "Digital Signal Level" is one of several transmission rates in the time-division multiplex hierarchy.

1.49.1 "DS-0" ("Digital Signal Level 0") is the 64 Kbps zero-level signal in the time-division multiplex hierarchy.

1.49.2 "DS-1" ("Digital Signal Level 1") is the 1.544 Mbps first-level signal in the time-division multiplex hierarchy.

1.50 "Disconnect Supervision" means an on–hook supervisory signal sent at the end of a Completed Call.

1.51 "End User" means a Third Party subscriber to Telecommunications Services provided by any of the Parties at retail, including a "roaming" user of Carrier's CMRS and CMRS network. As used herein, the term "End Users" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.

1.52 "Equal Access Trunk Group" means a trunk used solely to deliver Carrier's customers' traffic through an AT&T access tandem to or from an IXC, using Feature Group D protocols.

1.53 "Exchange Service" means Telephone Exchange Service as defined in the Act.

1.54 "Facility" means the wire, line, or cable dedicated to the transport of Authorized Services traffic between the Parties' respective networks.

1.55 "FCC" means the Federal Communications Commission.

1.56 "Governmental Authority" means any federal, state, local, foreign or international court, government, department, commission, board, bureau, agency, official, or other regulatory, administrative, legislative, or judicial authority with jurisdiction over the subject matter at issue.

1.57 "ILEC" means Incumbent Local Exchange Carrier.

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

1.59 "Interconnection" means interconnection as required by the Act.

1.60 "InterLATA" is as defined in the Act.

1.61 "InterMTA Traffic" means traffic to or from WSP's network that originates in one MTA and terminates in another MTA (as determined by the geographic location of the cell site to which the mobile End User is connected).

1.62 "ISP" ("Internet Service Provider") shall be given the same meaning as used in the FCC Order on Remand and Report and Order; *In the Matter of Implementation of the Local Competition Provisions in the Federal Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic;* CC Docket Nos. 96-98 and 99-68; FCC Order No. 01-131, released April 27, 2001.

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

1.64 "LATA" means Local Access and Transport Area as described in the Act.

1.65 "LEC" means "Local Exchange Carrier" as defined in the Act.

1.66 "LERG" ("Local Exchange Routing Guide") means a Telcordia Reference Document used by Telecommunications Carriers to identify NPA-NXX routing and homing information as well as Network element and equipment designations.

1.67 "LNP" ("Local Number Portability") means the ability of users of Telecommunications Services to retain at the same location the presence of a previously existing telephone number(s).

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

1.69 "LRN" ("Location Routing Number") is a ten (10) digit number that is assigned to the network switching elements (Central Office – Host and Remotes as required) for the routing of calls in the network. The first six (6) digits of the LRN will be one of the assigned NPA NXX of the switching element. The purpose and functionality of the last four (4) digits of the LRN have not yet been defined but are passed across the network to the terminating switch.

1.70 "MSC" ("Mobile Switching Center") is used by WSP in performing, inter alia, originating and terminating functions for calls to or from WSP's End Users.

1.71 "MTA" ("Major Trading Area") is as defined in 47 C.F.R. § 24.202(a).

1.72 "NANP" ("North American Numbering Plan") is a numbering architecture in which every station in the NANP Area is identified by a unique ten-digit address consisting of a three-digit NPA code, a three digit central office code of the form NXX, and a four-digit line number of the form XXXX.

1.73 "NPA" ("Numbering Plan Area") also called area code. An NPA is the 3-digit code that occupies the A, B, C positions in the 10-digit NANP format that applies throughout the NANP Area. NPAs are of the form NXX, where N represents the digits 2-9 and X represents any digit 0-9. In the NANP, NPAs are classified as either geographic or non-geographic. a) Geographic NPAs are NPAs which correspond to discrete geographic areas within the NANP Area. b) Non-geographic NPAs are NPAs that do not correspond to discrete geographic areas, but which are instead assigned for services with attributes, functionalities, or requirements that transcend specific geographic boundaries. The common examples are NPAs in the N00 format, e.g., 800.

1.74 "NXX" means the three-digit switch entity indicator that is defined by the "D", "E", and "F" digits of a 10-digit telephone number within the NANP. Each NXX contains 10,000 station numbers.

1.75 "OBF" ("Ordering and Billing Forum") is a forum comprised of local telephone companies and inter-exchange carriers whose responsibility is to create and document Telecommunication industry guidelines and standards.

1.76 "OLI" ("Originating Line Information") is an SS7 Feature Group D signaling parameter which refers to the number transmitted through the network identifying the billing number of the calling Party.

1.77 "Originating Landline to CMRS Switched Access Traffic" means InterLATA traffic delivered directly from AT&T-13STATE's originating network to WSP's network that, at the beginning of the call: (a) originates on AT&T-13STATE's network in one MTA; and, (b) is delivered to the mobile unit of WSP's Customer or the mobile unit of a Third Party connected to a Cell Site located in another MTA. AT&T-13STATE shall charge and WSP shall pay AT&T-13STATE the Originating Landline to CMRS Switched Access Traffic rates in Appendix Pricing – Wireless.

1.78 "Paging Traffic" is traffic to WSP's network that results in the sending of a paging message over a paging or narrowband PCS frequency licensed to WSP or traffic to AT&T-13STATE's network that results in the sending of a paging message over a paging or narrowband PCS frequency licensed to AT&T-13STATE.

1.79 "Party" means either AT&T-13STATE authorized to provide Telecommunications Service in the State or WSP. "Parties" means both such AT&T-13STATE and WSP.

1.80 "Person" means an individual or a partnership, an association, a joint venture, a corporation, a business or a trust or other entity organized under Applicable law, an unincorporated organization or any Governmental Authority.

1.81 "POI" ("Point of Interconnection") means the physical location at which the Parties' networks meet for the purpose of establishing Interconnection. POIs include a number of different technologies and technical interfaces based on the Parties mutual agreement. The POI establishes the technical interface, the test point(s) and the point(s) for operational and financial division of responsibility.

1.82 "PNP" ("Permanent Number Portability") is a long term method of providing LNP using LRN consistent with the Act and the rules, regulations, orders and rulings of the FCC and the Commission.

1.83 "Rate Center" means the specific geographic point and corresponding geographic area defined by the State Commission and local community for the purpose of rating inter- and intra-LATA toll calls.

1.84 "Rating Point" means the vertical and horizontal ("V&H") coordinates assigned to a Rate Center and associated with a particular telephone number for rating purposes. The Rating Point must be in the same LATA as the Routing Point of the associated NPA-NXX as designated in the LERG, but need not be in the same location as that Routing Point.

1.85 "Routing Point" is a location which a LEC has designated on its own network as the homing or routing point for traffic inbound to Exchange Service provided by the LEC which bears a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access services. The Routing Point need not be the same as the Rating Point, nor must it be located within the Rate Center area, but must be in the same LATA as the NPA-NXX.

1.86 "Section 251(b)(5) Calls" are Authorized Services Completed Calls that originate on either Party's network, that terminate on the other Party's network, that are exchanged directly between the Parties and that, at the beginning of the call, originate and terminate within the same MTA. "Section 251(b)(5) Calls" does not refer to the local calling area of either Party. A call that is originated or terminated by a UNE-P provider is not a call that originates or terminates on either Party's network. In order to measure whether traffic comes within the definition of Section 251(b)(5) Calls, the Parties agree that the origination and termination point of the calls are as follows:

(a) For AT&T-13STATE, the origination or termination point of a call shall be the End Office Switch that serves, respectively, the calling or called party at the beginning of the call.

(b) For WSP, the origination or termination point of a call shall be the Cell Site that serves, respectively, the calling or called party at the beginning of the call.

1.87 "Shared Facility Factor" means the factor used to appropriately allocate cost of 2-way DS1 Interconnection Facilities based on proportionate use of facility between AT&T-13STATE and the WSP.

1.88 "SMR" ("Specialized Mobile Radio") is as described by the FCC rules.

1.89 "SPNP" ("Service Provider Number Portability") is synonymous with Permanent Number Portability "PNP".

1.90 "SS7" ("Signaling System 7") means a signaling protocol used by the CCS Network.

1.91 "State Abbreviation" means the following:

1.91.1 "AR" means Arkansas
1.91.2 "CA" means California
1.91.3 "CT" means Connecticut
1.91.4 "IL" means Illinois
1.91.5 "IN" means Indiana
1.91.6 "KS" means Kansas
1.91.7 "MI" means Michigan
1.91.8 "MO" means Missouri
1.91.9 "NV" means Nevada
1.91.10 "OH" means Ohio
1.91.11 "OK" means Oklahoma
1.91.12 "TX" means Texas
1.91.13 "WI" means Wisconsin

1.92 "Switched Access Services" means an offering of access to AT&T-13STATE's network for the purpose of the origination or the termination of traffic from or to End Users in a given area pursuant to a Switched Access Services tariff.

1.93 "Telcordia" means Telcordia Technologies, Inc.

1.94 "Telecommunications Carrier" is as defined in the Act.

1.95 "Telecommunications Service" is as defined in the Act.

1.96 "Telephone Toll Service" is as defined in the Act.

1.97 "Terminating IntraLATA InterMTA Traffic" means traffic that, at the beginning of the call: (a) originates on WSP's network and terminates in the same LATA; (b) is sent from the mobile unit of WSP's End User connected to WSP's Cell Site located in one MTA; and, (c) is terminated on AT&T-13STATE's network in another MTA. For such InterMTA IntraLATA Traffic, AT&T-13STATE shall charge and WSP shall pay AT&T-13STATE the Terminating IntraLATA InterMTA Traffic rates in Appendix Pricing - Wireless.

1.98 "Terminating Switched Access Traffic" means traffic that, at the beginning of the call: (a) originates on WSP's network; (b) is sent from the mobile unit of WSP's End User or the mobile unit of a Third Party connected to a Cell Site located in one MTA and one LATA; and, (c) terminates on AT&T-13STATE's network in another MTA and another LATA (*i.e.*, the traffic is both InterMTA and InterLATA). This traffic must be terminated to AT&T-13STATE as FGD terminating switched access per AT&T-13STATE's Federal and/or State Access Service tariff.

1.99 "Third Party" means any Person other than a Party.

1.100 "Third Party Traffic" means traffic carried by AT&T-13STATE acting as an intermediary that is originated and terminated by and between WSP and a Third Party Telecommunications Carrier.

1.101 "Toll Free Service" means service provided with a dialing sequence that invokes toll-free (i.e., 800-like) service processing. Toll Free Service includes calls to the Toll Free Service 8YY NPA SAC Codes.

1.102 "Trunk(s)" or "Trunk Group(s)" means the switch port interface(s) used and the communications path created to connect WSP's network with AT&T-13STATE's network for the purpose of exchanging Authorized Services Section 251(b)(5) Calls for purposes of Interconnection.

1.103 "Trunk Side" refers to a Central Office Switch interface that offers those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.

1.104 "Wire Center" denotes a building or space within a building that serves as an aggregation point on a given Telecommunication Carrier's network, where transmission Facilities are connected and traffic is switched. AT&T-13STATE's Wire Center can also denote a building in which one or more Central Office Switches, used for the provision of Exchange Services and Switched Access Services, are located.

1.105 "WSP" ("Wireless Service Provider") means the CMRS provider, that is a Party to this Agreement.

2. INTERPRETATION, CONSTRUCTION AND SEVERABILITY

2.1 Definitions

2.1.1 For purposes of this Agreement, certain terms have been defined in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular will include the plural. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation" and/or "but not limited to." The words "will" and "shall" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement; the use of one or the other will not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized and not defined in this Agreement will have the meaning in the Act, or in the absence of their inclusion in the Act, their customary usage in the Telecommunications industry as of the Effective Date.

2.2 Headings Not Controlling

2.2.1 The headings and numbering of Sections, Parts, Appendices, Schedules and Exhibits to this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

This Agreement incorporates a number of Appendices which, together with their associated Attachments, Exhibits, Schedules and Addenda, constitute the entire Agreement between the Parties. In order to facilitate use and comprehension of the Agreement, the Appendices have been grouped under broad headings. It is understood that these groupings are for convenience of reference only, and are not intended to limit the applicability that any particular Appendix, Attachment, Exhibit, Schedule or Addenda may otherwise have.

2.3 Referenced Documents

2.3.1 Unless the context shall otherwise specifically require, and subject to Section 15, "Intervening Law," whenever any provision of this Agreement refers to a technical reference, technical publication, WSP Practice, AT&T-13STATE Practice, any publication of Telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement (each hereinafter referred to as a "Referenced Instrument"), it will be deemed to be a reference to the then-current version or edition (including any amendments, supplements, addenda, or successors) of each Referenced Instrument that is in effect at time of use, and will include the then-current version or edition (including any amendments,

supplements, addenda, or successors) of any other Referenced Instrument incorporated by reference therein.

2.4 References

2.4.1 References herein to Sections, Paragraphs, Exhibits, Parts, Schedules, and Appendices shall be deemed to be references to Sections, Paragraphs and Parts of, and Exhibits, Schedules and Appendices to, this Agreement unless the context shall otherwise require.

2.5 Tariff References

2.5.1 To the extent a tariff provision or rate is incorporated or otherwise applies between the Parties due to the provisions of this Agreement, it is understood that said tariff provision or rate applies only in the jurisdiction in which such tariff provision or rate is filed, and applies to the WSP and only the AT&T-13STATE ILEC(s) that operates within that jurisdiction. Further, it is understood that any changes to said tariff provision or rate are also automatically incorporated herein or otherwise hereunder, effective hereunder on the date any such change is effective.

2.5.2 Wherever any Commission ordered tariff provision or rate is incorporated, cited or quoted herein, it is understood that said incorporation or reference applies only to the entity within the state whose Commission ordered that tariff.

2.5.3 Any state or federal tariff references made within this Agreement, including all Attachments/Appendices, refer to tariffs filed by AT&T-13STATE, as such tariffs may be modified from time to time.

2.5.4 Wherever the term "customer" is used in connection with AT&T SOUTHWEST REGION 5-STATE's retail tariffs, the term "customer" means the ultimate "consumer" or the "end user" of any tariffed service.

2.6 Conflict in Provisions

2.6.1 If any definitions, terms or conditions in any given Appendices, Attachments, Exhibits, Schedules or Addenda differ from those contained in the main body of this Agreement, those definitions, terms or conditions will supersede those contained in the main body of this Agreement, but only in regard to the services or activities listed in that particular Appendix, Attachment, Exhibit, Schedule or Addendum. For example, if an Appendix contains a Term length that differs from the Term length in the main body of this Agreement, the Term length of that Appendix will control the length of time that services or activities are to occur under that Appendix, but will not affect the Term length of the remainder of this Agreement.

2.7 Joint Work Product

2.7.1 This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

2.8 Severability

2.8.1 If any provision of this Agreement is rejected or held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible. The Parties negotiated the terms and conditions of this Agreement for Interconnection and services as a total arrangement and it is intended to be nonseverable.

2.9 Incorporation by Reference

2.9.1 All of the rates, terms and conditions ("Provisions") set forth in this Agreement (including any and all attachments, appendices and/or schedules hereto) and every interconnection, service and network element provided hereunder, are subject to all other Provisions contained in this Agreement (including any and all attachments, appendices and/or schedules hereto), and all such Provisions are integrally related.

2.10 Non-Voluntary Provisions

2.10.1 This Agreement may incorporate certain rates, terms and conditions that were not voluntarily negotiated by AT&T-13STATE, but instead resulted from determinations made in arbitrations under Section 252 of the Act or from other requirements of regulatory agencies or State law (individually and collectively, a "Non-Voluntary Arrangement"). AT&T-13STATE has attempted to mark the Non-Voluntary Arrangements in this Agreement with asterisks; however, any failure to mark any Non-Voluntary Arrangement shall not be construed as evidence such provision is not a Non-Voluntary Arrangement. If any Non-Voluntary Arrangement modified as a result of any order or finding by the FCC, the appropriate Commission or a court of competent jurisdiction, shall be subject to Section 15, "Intervening Law".

2.10.2 The Parties acknowledge that the Non-Voluntary Arrangements contained in this Agreement shall not be available in any state other than the State that originally imposed/required such Non-Voluntary Arrangement.

2.11 State-Specific Rates, Terms and Conditions

2.11.1 For ease of administration, this Agreement contains certain specified rates, terms and conditions which apply only in a designated State ("State-Specific Terms"). To the extent that this Agreement contains State-Specific Terms, such State-Specific Terms shall not apply and shall have no effect in any other State(s) to which this Agreement is submitted for approval under Section 252(e) of the Act.

2.11.2 State-Specific Terms, as the phrase is described in Section 2.11.1 above, have been negotiated (or, in the case of 2.10.2 above, have been included in the Agreement per state requirement) by the Parties only as to the States where this Agreement has been executed, filed and approved. When the Parties negotiate an Interconnection agreement for an additional state, neither Party shall be precluded by any language in this Agreement from negotiating State-Specific Terms for the state in which they are to apply.

2.12 Scope of Application

2.12.1 This Agreement may be negotiated for more than one State. However, this Agreement shall be applied separately and distinctly to the Parties' operations in each individual State.

2.13 Scope of Obligations

2.13.1 Notwithstanding anything to the contrary contained herein, AT&T-13STATE's obligations under this Agreement shall apply only to:

2.13.1.1 the specific operating area(s) or portion thereof in which AT&T-13STATE is then deemed to be the ILEC under the Act (the "ILEC Territory"), and assets that AT&T-13STATE owns or leases and which are used in connection with AT&T-13STATE's provision to WSP of any Interconnection products or services provided or contemplated under this Agreement, the Act or any tariff or ancillary agreement referenced herein (individually and collectively, the "ILEC Assets").

2.14 Affiliates

2.14.1 These General Terms and Conditions and all Attachments, Exhibits, Appendices, Schedules and Addenda hereto constituting this Agreement, including subsequent amendments, if any, shall

bind AT&T-13STATE, WSP and any Affiliate of WSP. WSP further agrees that the same or substantially the same terms and conditions shall be incorporated into any separate agreement between AT&T-13STATE and any such Affiliate of WSP that continues to operate as a separate entity. This Agreement shall remain effective as to WSP and any such Affiliate of WSP for the Term of this Agreement until either AT&T-13STATE or WSP or any such Affiliate of WSP institutes renegotiation, or this Agreement expires or terminates, pursuant to the provisions of this Agreement. Notwithstanding the foregoing, this Agreement will not supercede a currently effective Interconnection agreement between any such Affiliate of WSP and AT&T-13STATE until the earlier of the date when the other agreement has: 1) expired; 2) been noticed for renegotiation pursuant the terms thereof; or 3) otherwise terminated provided; however, each Affiliate of WSP operating under a separate Interconnection agreement within a State shall have its own unique ACNA codes and OCN.

3. GENERAL RESPONSIBILITIES OF THE PARTIES

3.1 Each Party is individually responsible to provide Facilities within its network that are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with AT&T-13STATE's network as referenced in Telcordia BOC Notes on LEC Networks Practice No. SR-TSV-002275, and to terminate the traffic it receives in that standard format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.

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

3.3 Each Party is solely responsible for all products and services it provides to its End Users and to other Telecommunications Carriers.

3.4 Insurance

3.4.1 This Section is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a Referenced Instrument. The other Party must be named as an Additional Insured on the Commercial General Liability policy. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance, which may be provided through a program of self-insurance as provided in 3.4.4. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance coverage. Each Party agrees to provide the other Party with at least thirty (30) days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein.

3.4.1.1 With respect to each WSP's performance under this Agreement, and in addition to each WSP's obligation to indemnify, each WSP shall at its sole cost and expense:

3.4.1.1.1 maintain the insurance coverages and limits required by this Section and any additional insurance and/or bonds required by law:

3.4.1.1.2 at all times during the term of this Agreement and until completion of all work associated with this Agreement, whichever is later, and

3.4.1.1.3 with respect to any coverage maintained in a "claims-made" policy, for two (2) years following the term of this

Agreement or completion of all work associated with this Agreement, whichever is later. If a "claims-made" policy is maintained, the retroactive date must precede the commencement of work under this Agreement;

3.4.1.1.4 require each subcontractor who may perform work under this Agreement or enter upon the work site to maintain coverages, requirements, and limits at least as broad as those listed in Section 3.4 from the time when the subcontractor begins Work, throughout the term of the subcontractor's work and, with respect to any coverage maintained on a "claims-made" policy, for two (2) years thereafter;

3.4.1.1.5 procure the required insurance from an insurance company eligible to do business in the state or states where work will be performed and having and maintaining a Financial Strength Rating of "A-" or better and a Financial Size Category of "VII" or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies, except that, in the case of Workers' Compensation insurance, each party may procure insurance from the state fund of the state where work is to be performed. Each party shall deliver such certificates:

3.4.1.1.6 prior to execution of this Agreement and prior to commencement of any work;

3.4.1.1.7 prior to expiration of any insurance policy required in this Section; and

3.4.1.1.8 for any coverage maintained on a "claims-made" policy, for two (2) years following the term of this Agreement or completion of all work associated with this Agreement, whichever is later.

3.4.1.2 The Parties agree:

3.4.1.2.1 the failure of either party to demand such certificate of insurance or failure of either party to identify a deficiency will not be construed as a waiver of each party's obligation to maintain the insurance required under this Agreement;

3.4.1.2.2 that the insurance required under this . Agreement does not represent that coverage and limits will necessarily be adequate to protect each party, nor be deemed as a limitation on each party's liability to each other in this Agreement;

3.4.1.2.3 each party may meet the required insurance coverages and limits with any combination of primary and Umbrella/Excess liability insurance; and

3.4.1.2.4 each party is responsible for any deductible or self-insured retention.

3.4.2 If WSP is not and does not collocate with AT&T-13STATE during the Term, the following insurance requirements will apply:

3.4.2.1 Each Party shall keep and maintain in force at each Party's expense all insurance required by Applicable Law, including:

3.4.2.1.1 Workers' Compensation insurance with benefits afforded under the laws of any state in which the work is to be performed and Employers Liability insurance with limits of at least: $500,000 for Bodily Injury – each accident
$500,000 for Bodily Injury by disease – policy limits
$500,000 for Bodily Injury by disease – each employee.

To the fullest extent allowable by Law, the policy must include a waiver of subrogation in favor of each party, its Affiliates, and their directors, officers and employees. In states where Workers' Compensation insurance is a monopolistic state-run system, each party shall add Stop Gap Employers Liability with limits not less than $500,000 each accident or disease.

3.4.2.2 Commercial General Liability insurance written on Insurance Services Office (ISO) Form CG 00 01 12 04 or a substitute form providing equivalent coverage, covering liability arising from premises, operations, personal injury, products/completed operations, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) with limits of at least:

3.4.2.2.1 $2,000,000 General Aggregate limit
$1,000,000 each occurrence limit for all bodily injury or property damage incurred in any one (1) occurrence
$1,000,000 each occurrence limit for Personal Injury and Advertising Injury
$2,000,000 Products/Completed Operations Aggregate limit
$1,000,000 each occurrence limit for Products/Completed Operations
$50,000 Damage to Premises Rented to You (Fire Legal Liability)

3.4.2.2.2 The Commercial General Liability insurance policy must:
include each party, its Affiliates, and their directors, officers, and employees as Additional Insureds. Each party shall provide a copy of the Additional Insured endorsement to the other party. The Additional Insured endorsement may either be specific to each party or may be "blanket" or "automatic" addressing any person or entity as required by contract. A copy of the Additional Insured endorsement must be provided within 60 days of execution of this Agreement and within 60 days of each Commercial General Liability policy renewal; include a waiver of subrogation in favor of each party, its Affiliates, and their directors, officers and employees; and be primary and non-contributory with respect to any insurance or self-insurance that is maintained by each party.

3.4.2.3 Business Automobile Liability insurance with limits of at least $1,000,000 each accident for bodily injury and property damage, extending to all owned, hired, and non-owned vehicles.

3.4.3 If at any time during the Term WSP decides to collocate with AT&T-13STATE, the following insurance requirements will apply:

3.4.3.1 The limits of the Commercial General Liability limits must be increased to:

3.4.3.1.1 $10,000,000 General Aggregate limit
$5,000,000 each occurrence limit for all bodily injury or property

damage incurred in any one (1) occurrence
$5,000,000 each occurrence limit for Personal Injury and Advertising Injury
$10,000,000 Products/Completed Operations Aggregate limit
$5,000,000 each occurrence limit for Products/Completed Operations
$2,000,000 Damage to Premises Rented to You (Fire Legal Liability)

3.4.3.1.2 These limits may be met with any combination of primary Commercial General Liability and Umbrella/Excess Liability limits.

3.4.4 Each Party agrees to accept the other Party's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:

3.4.4.1 The Party desiring to satisfy its Workers' Compensation and Employers Liability obligations through self-insurance shall submit to the other Party a copy of its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by the state in which the operations are to be performed or the employer's state of hire.

3.4.4.2 Provide a copy of the Certificate of Authority annually for the term of this Agreement.

3.4.4.3 Obtain Workers' Compensation and Employers Liability insurance immediately if the state rescinds the Certificate of Authority. The option to self-insure Workers' Compensation and Employers Liability is specific to WSP and does not extend to subcontractors WSP may hire.

3.4.4.4 The Party desiring to satisfy its automobile liability obligations through self-insurance shall submit to the other Party a copy of the Certificate of Authority to self-insure Automobile Liability obligations issued by the state in which the operations are to be performed.

3.4.4.4.1 provide a copy of the Certificate of Authority annually for the term of this Agreement.

3.4.4..4.2 obtain Automobile Liability insurance immediately if the state rescinds the Certificate of Authority to self-insure Automobile Liability obligations. The option to self-insure Automobile Liability is specific to each party and does not extend to subcontractors each party may hire.

3.4.4.5 The Party desiring to satisfy its general liability obligations through self-insurance must provide

3.4.4.5.1 copy to the other party of it's most recent audited financial statements with an unqualified opinion from the auditor, or

3.4.4.5.2 provide a current Dun & Bradstreet report with a composite credit appraisal score of "1" or "2", or

3.4.4.5.3 maintain a long-term unsecured issuer rating of BBB- from Standard & Poors or Baa from Moody's during the term of this Agreement.

3.4.4.5.4 maintain a net worth of at least ten (10) times the amount of insurance required.

3.4.4.5.5 obtain Commercial General Liability insurance immediately if the party is unable to comply with the financial strength and size requirements in this section.

3.4.4.5.6 provide this information annually for the term of the Agreement.

3.4.4.6 The party's election to self-insure must be signed by the self-insuring party and countersigned when accepted by the other party. This election and approval must be updated annually. The option to self-insure Commercial General Liability is specific to each party and does not extend to subcontractors each party may hire.

3.4.5 Each Party agrees to provide the other Party with at least thirty (30) days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein.

3.4.6 This Section 3.4 is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a Referenced Instrument.

WSP represents that a complete list of WSP's Access Carrier Name Abbreviation (ACNA) codes, each with the applicable Operating Company Number (OCN), covered by this Agreement is provided below. Any addition, deletion or change in name associated with the listed ACNA codes, or any changes in OCNs, requires notice to AT&T-13STATE. Notice must be received before orders can be processed under a new or changed ACNA code or OCN.

ACNA/OCN List: ILV / 4234
ILV / 5272
ILV / 5273

3.5 Each Party shall be responsible for labor relations with its own employees. Each Party agrees to notify the other Party as soon as practicable whenever such Party has knowledge that a labor dispute concerning its employees is delaying or threatens to delay such Party's timely performance of its obligations under this Agreement and shall endeavor to minimize impairment of service to the other Party (for example, by using its management personnel to perform work or by other means) in the event of a labor dispute to the extent permitted by Applicable Law.

3.6 Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.

4. EFFECTIVE DATE, TERM, AND TERMINATION

4.1 In AT&T-13STATE, with the exception of AT&T-OHIO, the effective date of this Agreement (the "Effective Date") shall be ten (10) days after the Commission approves this Agreement under Section 252(e) of the Act or, absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act. In AT&T-OHIO, based on PUC-OH rule, the Agreement is effective upon filing and is deemed approved by operation of law on the 91st day after filing.

4.2 The term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on May 15, 2011 (the "Term"). This Agreement shall expire if either Party provides written notice, within one hundred-eighty (180) days prior to the expiration of the Term, to the other Party to the effect that such Party does not intend to extend the Term. Absent the receipt by one Party of such written notice, this Agreement shall remain in full force and effect on and after the expiration of the Term, subject to the provisions of this Section.

4.3 Notwithstanding any other provision of this Agreement, either Party (at its sole discretion) may terminate this Agreement, and the provision of Interconnection and services, in the event the other

Party (1) fails to perform a material obligation or breaches a material term of this Agreement and (2) fails to cure such nonperformance or breach within forty-five (45) days after written notice thereof. Should the nonperforming or breaching Party fail to cure within forty-five (45) days after such written notice, the noticing Party may thereafter terminate this Agreement immediately upon delivery of a written termination notice.

4.4 If pursuant to Section 4.2, this Agreement continues in full force and effect after the expiration of the Term, either Party may terminate this Agreement after delivering written notice to the other Party of its intention to terminate this Agreement, subject to Sections 4.5 and 4.6. Neither Party shall have any liability to the other Party for termination of this Agreement pursuant to this Section 4.4 other than its obligations under Sections 4.5 and 4.6.

4.5 Upon termination or expiration of this Agreement in accordance with Sections 4.2, 4.3 or 4.4:

4.5.1 Each Party shall continue to comply with its obligations set forth in Section 36, "Survival of Obligations"; and

4.5.2 Each Party shall promptly pay all amounts owed under this Agreement, subject to Section 6, "Dispute Resolution".

4.6 If AT&T-13STATE serves notice of expiration or termination pursuant to Section 4.2 or Section 4.4, respectively, WSP shall provide AT&T-13STATE written confirmation, within ten (10) days, that WSP either wishes to (1) commence negotiations with AT&T-13STATE, or adopt an agreement, under Sections 251/252 of the Act, or (2) terminate its Agreement. WSP shall identify the action to be taken for each affected agreement identified in AT&T-13STATE's notice.

4.7 If WSP serves notice of expiration or termination pursuant to Section 4.2 or Section 4.4, and also wishes to pursue a successor agreement with AT&T-13STATE, WSP shall include a written request to commence negotiations with AT&T-13STATE, or adopt an agreement, under Sections 251/252 of the Act and identify which state(s) the successor agreement will cover. Upon receipt of WSP's Section 252(a)(1) request, the Parties shall commence good faith negotiations on a successor agreement.

4.8 The rates, terms and conditions of this Agreement shall continue in full force and effect until the earlier of (i) the effective date of its successor agreement, whether such successor agreement is established via negotiation, arbitration or pursuant to Section 252(i) of the Act; or (ii) the date that is ten (10) months after the date on which AT&T-13STATE received WSP's Section 252(a)(1) request, at which time the Agreement shall terminate without further notice.

4.9 If at any time during the Section 252(a)(1) negotiation process (prior to or after the expiration date or termination date of this Agreement), WSP withdraws its Section 252(a)(1) request, WSP must include in its notice of withdrawal a request to adopt a successor agreement under Section 252(i) of the Act or affirmatively state that WSP does not wish to pursue a successor agreement with AT&T-13STATE for a given state. The rates, terms and conditions of this Agreement shall continue in full force and effect until the later of: 1) the expiration of the Term of this Agreement, or 2) the expiration of ninety (90) days after the date WSP serves notice of withdrawal of its Section 252(a)(1) request. If the Term of this Agreement has expired, on the earlier of (i) the ninety-first (91st) day following AT&T-13STATE's receipt of WSP's notice of withdrawal of its Section 252(a)(1) request or (ii) the effective date of the agreement following approval by the Commission of the adoption of an agreement under 252(i), the Parties shall, have no further obligations under this Agreement except those set forth in Section 4.5 of this Agreement.

4.10 If WSP does not affirmatively state that it wishes to pursue a successor agreement with AT&T-13STATE as provided in Section 4.6 or Section 4.7 above, then the rates, terms and conditions of this Agreement shall continue in full force and effect until the later of 1) the expiration of the Term of this Agreement, or 2) the expiration of ninety (90) days after the date WSP provided or received notice of expiration or termination. Thereafter, the Parties shall have no further obligations under this Agreement except as provided in Section 4.5 above.

4.11 In the event of expiration or termination of this Agreement when there is no successor agreement between AT&T-13STATE and WSP, AT&T-13STATE and WSP shall cooperate in good faith to effect an orderly transition of service under this Agreement; provided, WSP shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End Users are transitioned to another Telecommunications Carrier, if applicable.

5. BILLING AND PAYMENT OF CHARGES

5.1 Charges and Payment

5.1.1 Each Party agrees to pay the other all undisputed billed amounts by the earlier of (i) the payment date, which may be set no earlier than thirty (30) days after the bill date, or (ii) the next bill date (i.e. the same date in the following month as the bill date). The undisputed portions of all bills are to be paid when due. All Facilities and serving arrangement charges shall be billed monthly in advance, except those charges due for the initial month, or a portion of the initial month during which new items are provided, in which case charges will be included in the next bill rendered. If the date on which a bill is due as provided above is on a day other than a business day, payment will be made on the next business day. Payments will be made in U.S. dollars.

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

5.1.3 All non-usage-sensitive monthly charges shall be billed by AT&T-13STATE monthly in advance, except those charges due for the initial month, or a portion of the initial month during which new items are provided, will be included in the next bill rendered.

5.2 Late Payment Charge

5.2.1 Bills will be considered past due thirty (30) days after the bill date or by the next bill date (i.e., same date as the bill date in the following month), whichever occurs first, and are payable in immediately available U.S. funds. If the amount billed is received by the billing Party after the Payment Due Date or if any portion of the payment is received by the billing Party in funds which are not immediately available to the billing Party, then a late payment charge will apply to the unpaid balance. The late payment charge will be as set forth in AT&T-13STATE's applicable state tariff. When there is no applicable tariff in the State, any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1½%) per month or (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the number of days from the Payment Due Date to and including the date that payment is actually made.

5.3 Backbilling

5.3.1 Charges for any service or product provided pursuant to this Agreement may be billed by the billing Party for up to one (1) year after the initial date such service or product was furnished. This Section shall not apply to backbilling that would be appropriate where changes are not evident other than through an audit pursuant to Audit provisions of this Agreement.

5.4 Backcredits

5.4.1 Neither Party may request credit for any billing by the other Party pursuant to this Agreement more than one (1) year after the date of the bill on which the service or product was billed. Any such request will be in writing and contain sufficient detail to allow the other Party to properly investigate the request. If the request for credit leads to a billing dispute, such dispute shall be handled in accordance with the Dispute Resolution section in this Agreement. This Section shall not apply to requests for credit in the following situations: when the true-ups are provided for in this Agreement, or where changes are not evident other than through an audit pursuant to Audit provisions of this Agreement.

5.5 Tariffed Items

5.5.1 Where charges in this Agreement are specifically identified as tariffed rates, then those charges and those alone shall be deemed amended to conform to any authorized modifications that may hereafter occur to those tariffed rates. Such amendments shall become effective upon the effective date of tariff modification.

5.6 Invoices

5.6.1 Invoices shall comply with nationally accepted standards agreed upon by the Ordering and Billing Forum (OBF) for billing access traffic. Reciprocal compensation invoices from WSP shall contain detail to substantiate billed traffic which originates from AT&T-13STATE's network.

5.6.2 Parties agree that each will perform the necessary call recording and rating for its respective portions of an exchanged call in order to invoice the other Party.

5.6.3 Invoices between the Parties shall include, but not be limited to the pertinent following information.

Identification of the monthly bill period (from and through dates)
Current charges
Past due balance
Adjustments
Credits
Late payment charges
Payments
Contact telephone number for billing inquiries

5.6.4 The Parties will provide a remittance document with each invoice identifying:

Remittance address
Invoice number and/or billing account number
Summary of charges
Amount due
Payment Due Date (at least thirty (30) days from the invoice date)

5.6.5 Invoices between the Parties will be provided on paper and will be the primary bill, unless a mechanized format is mutually agreed upon and subsequently designated in writing by both Parties as the primary bill.

5.6.6 Reciprocal compensation invoices will be based on Conversation MOUs for all Section 251(b)(5) Calls and are measured in total conversation time seconds, which are totaled (by originating and terminating CLLI code) for the monthly billing cycle and then rounded up to the next whole minute.

5.6.7 Each Party shall separately list on its bill to the other Party for reciprocal compensation the Conversation MOU representing Third Party Traffic. If WSP does not record and identify the actual amount of Third Party Traffic delivered to it over the Interconnection Trunks, then WSP shall deduct from the amount of total Conversation MOU on its bill to AT&T-13STATE (for reciprocal compensation) a percentage that is equal to the percentage that Third Party Traffic minutes bear to the total billed Conversation MOU on AT&T-13STATE's bill to WSP (for reciprocal compensation) for the same time period. This adjustment will account for Third Party Traffic delivered to WSP over the Interconnection Trunks.

5.6.8 WSP will invoice AT&T-13STATE for reciprocal compensation by LATA and by state, based on the terminating location of the call. WSP will display the CLLI code(s) associated with the Trunk through which the exchange of traffic between AT&T-13STATE and WSP takes place as well as the number of calls and Conversation MOUs for each inbound Facility route. AT&T-13STATE will invoice WSP for reciprocal compensation by LATA and by the End Office/Tandem Switch,

based on the terminating location of the call and will display and summarize the number of calls and Conversation MOUs for each terminating office.

5.6.9 When AT&T-13STATE is unable to invoice reflecting an adjustment for shared Facilities and/or Trunks, WSP will separately invoice AT&T-13STATE for AT&T-13STATE's share of the cost of such Facilities and/or Trunks as provided in this Agreement thirty (30) days following receipt by WSP of AT&T-13STATE's invoice.

5.7 There will be no netting by the billed Party of payments due herein against any other amount owed by one Party to the other.

6. DISPUTE RESOLUTION

6.1 Finality of Disputes

6.1.1 Unless otherwise agreed, no claims may be brought for any disputes arising from this Agreement more than twenty-four (24) months from the date the occurrence which gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention. No Claims subject to Access Service Center ("ASC") Dispute Resolution, Section 6.4, ASC Dispute Resolution, will be brought for disputes arising under this Agreement more than twelve (12) months from the Payment Due Date of the invoice giving rise to the dispute. Claims involving withheld amounts are subject to Section 6.4.

6.2 Alternative to Litigation

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

6.3 Commencing Dispute Resolution

6.3.1 Dispute Resolution shall commence upon one Party's receipt of written notice of a controversy or claim arising out of or relating to this Agreement or its breach. No Party may pursue any claim unless such written notice has first been given to the other Party. There are three (3) separate Dispute Resolution methods:

6.3.1.1 ASC Dispute Resolution (AT&T MIDWEST REGION 5-STATE), LSC (AT&T-7STATE) or LEC-C (AT&T CONNECTICUT) or Collocation Service Center (CSC);

6.3.1.2 Informal Dispute Resolution; and

6.3.1.3 Formal Dispute Resolution.

6.4 ASC Dispute Resolution

6.4.1 The following Dispute Resolution procedures will apply with respect to any disputed amounts invoiced pursuant to or relating to the Agreement ("Disputed Amounts").

6.4.2 Any notice of Disputed Amounts given by WSP to AT&T-13STATE shall be referred to AT&T-13STATE's ASC for resolution.

6.4.3 A Party with a bona fide dispute regarding any amounts invoiced ("Disputing Party") shall provide written notice of Disputed Amounts to the other Party ("Notice of Disputed Amounts").

6.4.4 The Notice of Disputed Amounts shall contain the following: (i) the date of the invoice in question, (ii) the account number or other identification of the invoice in question, (iii) the circuit ID number or Trunk number in question, (iv) any USOC (or other descriptive information) in question, (v) the amount invoiced, (vi) the amount in dispute, and (vii) the basis of the dispute.

6.4.5 If a Disputing Party is withholding payment of Disputed Amounts, a Notice of Disputed Amounts must be received by the other Party by the Payment Due Date of the invoice in question.

6.4.6 Failure to timely provide the Notice of Disputed Amounts (including the required information and documentation) shall constitute the Disputing Party's irrevocable and full waiver of its dispute pertaining to the subject Disputed Amounts, and such withheld amounts shall be deemed past due, and late payment charges shall apply.

6.4.6.1 The Parties shall attempt to resolve disputes regarding withheld payments within sixty (60) days of the invoicing Party's receipt of Notice of Disputed Amounts. However, if the dispute is not resolved within the first thirty (30) days of such sixty-(60) day period, upon request, the invoicing Party shall advise the Disputing Party of the status of the dispute and the expected resolution date.

6.4.6.2 The Parties shall attempt to resolve Disputed Amounts regarding fully paid invoices within ninety (90) days of the invoicing Party's receipt of Notice of Disputed Amounts, but resolution may take longer depending on the complexity of the dispute. However, if the dispute is not resolved within the first forty-five (45) days of such ninety-(90) day period, upon request, the invoicing Party shall advise the Disputing Party of the status of the dispute and the expected resolution date.

6.4.7 Either Party may invoke Informal Resolution of Disputes upon written notice ("Informal Dispute Resolution Notice") received by the other Party within ten (10) business days after the expiration of the time frames contained in Sections 6.4.6.1 and 6.4.6.2; however, the Parties may, by mutual agreement, proceed to Informal Resolution of Disputes at any time during such time frames.

6.5 Informal Resolution of Disputes

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

6.6 Formal Dispute Resolution

6.6.1 If the Parties are unable to resolve the dispute through the informal procedure described above in Section 6.5, then either Party may invoke the following Formal Dispute Resolution procedures by submitting to the other Party a written demand for arbitration ("Arbitration Notice"). Unless agreed upon by the Parties, Formal Dispute Resolution procedures described below, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) days after receipt of the Informal Dispute Resolution Notice.

6.7 Claims Subject to Mandatory Arbitration

6.7.1 Claims, if not settled through Informal Dispute Resolution, will be subject to mandatory arbitration pursuant to Section 6.7.1.1 below:

6.7.1.1 Each unresolved billing dispute involving one percent (1%) or less of the amounts charged to the Disputing Party under this Agreement in the state in which the dispute arises during the twelve (12) months immediately preceding receipt of the letter initiating Dispute Resolution under Section 6.4. If the disputing Party has not been billed for a minimum of twelve (12) months immediately preceding receipt of the letter initiating

Dispute Resolution under Section 6.4, the Parties will annualize the number of months actually billed.

6.7.2 Claims Subject to Elective Arbitration. All Claims not described in Section 6.7.1.1 above will be subject to arbitration if, and only if, the Claim is not settled through Informal Dispute Resolution and both Parties agree to arbitration. If both Parties do not agree to arbitration, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanism.

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

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

6.7.3.2 Actions to compel compliance with the Dispute Resolution process.

6.7.3.3 All claims arising under federal or state statute(s), including antitrust claims.

6.8 Arbitration

6.8.1 Disputes subject to mandatory or elective arbitration under the provisions of this Agreement will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. The arbitrator shall be knowledgeable of telecommunications issues. Each arbitration will be held in Dallas, Texas (AT&T SOUTHWEST REGION 5-STATE); Chicago, Illinois (AT&T MIDWEST REGION 5-STATE), San Francisco, California (AT&T CALIFORNIA); Reno, Nevada (AT&T NEVADA); or New Haven, Connecticut (AT&T CONNECTICUT), as appropriate, unless the Parties agree otherwise. The arbitration hearing will be requested to commence within sixty (60) calendar days of the demand for arbitration. The arbitrator will control the scheduling so as to process the matter expeditiously. The times specified in this section may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) calendar days after the close of hearings.

6.8.2 The Federal Arbitration Act, 9 U.S.C. §§ 1-16, not state law, shall govern the arbitrability of all disputes. Notwithstanding any rule of the AAA Commercial Arbitration Rules to the contrary, the Parties agree that the arbitrator will have no authority to award punitive damages, exemplary damages, Consequential Damages, multiple damages, or any other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement. The times specified in this Section may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures, including attorneys' fees. The Parties will equally split the fees of the arbitration and the arbitrator. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

6.9 Resolution of ASC Disputes

6.9.1 The following provisions apply specifically to the resolution of ASC disputes.

6.9.1.1 When ASC disputes are resolved in favor of the Disputing Party, the following will occur within thirty (30) days:

6.9.1.2 Interest will be paid by the invoicing Party on any amounts paid in excess of the amount found to be due according to the ASC Dispute Resolution from the date of Notice of Disputed Amounts.

6.9.1.3 Payments made in excess of the amount found to be due according to the ASC Dispute Resolution will be reimbursed by the invoicing Party.

6.9.2 When ASC disputes are resolved in favor of the invoicing Party, the following will occur within thirty (30) days:

6.9.2.1 Late payment charges calculated from the Payment Due Date through date of remittance will be paid by the Disputing Party on any amount not paid that was found to be due according to the ASC Dispute Resolution.

6.9.2.2 Any amounts not paid but found to be due according to the ASC Dispute Resolution will be paid to the invoicing Party.

6.9.2.3 Failure by a Party to pay any charges determined to be owed within the applicable time period specified above shall be considered a failure to perform a material obligation or a breach of a material term of this Agreement.

7. AUDITS – Applicable in AT&T-12STATE only

7.1 Subject to the restrictions set forth in Section 14 and except as may be otherwise expressly provided in this Agreement, a Party (the "Auditing Party") may audit the other Party's (the "Audited Party") books, records, data and other documents, as provided herein, once annually, with the audit period commencing not earlier than the date on which services were first supplied under this Agreement ("service start date") for the purpose of evaluating (i) the accuracy of Audited Party's billing and invoicing of the services provided hereunder and (ii) verification of compliance with any provision of this Agreement that affects the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Notwithstanding the foregoing, an Auditing Party may audit the Audited Party's books, records and documents more than once annually if the previous audit found (i) previously uncorrected net variances or errors in invoices in Audited Party's favor with an aggregate value of at least five percent (5%) of the amounts payable by Auditing Party for audited services provided during the period covered by the audit or (ii) non-compliance by Audited Party with any provision of this Agreement affecting Auditing Party's billing and invoicing of the services provided to Audited Party with an aggregate value of at least five percent (5%) of the amounts payable by Audited Party for audited services provided during the period covered by the audit.

7.1.1 The scope of the audit shall be limited to the period which is the shorter of (i) the period subsequent to the last day of the period covered by the audit which was last performed (or if no audit has been performed, the service start date and (ii) the twelve (12) month period immediately preceding the date the Audited Party received notice of such requested audit, but in any event not prior to the service start date. Such audit shall begin no fewer than thirty (30) days after Audited Party receives a written notice requesting an audit and shall be completed no later than thirty (30) days after the start of such audit.

7.1.2 Such audit shall be conducted either by the Auditing Party's employee(s) or an independent auditor acceptable to both Parties; provided, however, if the Audited Party requests that an independent auditor be engaged and the Auditing Party agrees, the Audited Party shall pay one-quarter (1/4) of the independent auditor's fees and expenses. If an independent auditor is to be engaged, the Parties shall select an auditor by the thirtieth day following Audited Party's receipt of a written audit notice. Auditing Party shall cause the independent auditor to execute a nondisclosure agreement in a form agreed upon by the Parties.

7.1.3 Each audit shall be conducted on the premises of the Audited Party during normal business hours. Audited Party shall cooperate fully in any such audit and shall provide the auditor reasonable access to any and all appropriate Audited Party employees and any books, records and other documents reasonably necessary to assess (i) the accuracy of Audited Party's bills and (ii) Audited Party's compliance with the provisions of this Agreement that affect the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder.

Audited Party may redact from the books, records and other documents provided to the auditor any Audited Party Proprietary Information that reveals the identity of End Users of Audited Party.

7.1.4 Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.

7.1.5 If any audit confirms any undercharge or overcharge, then Audited Party shall (i) promptly correct any billing error, including making refund of any overpayment by Auditing Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of the Audited Party, immediately compensate Auditing Party for such undercharge, and (iii) in each case, calculate and pay interest as provided in Section 5.2.1 (depending on the AT&T-13STATE ILEC(s) involved), for the number of days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available.

7.1.6 Except as may be otherwise provided in this Agreement, audits shall be performed at Auditing Party's expense, subject to reimbursement by Audited Party of one-quarter (1/4) of any independent auditor's fees and expenses in the event that an audit finds, and the Parties subsequently verify, a net adjustment in the charges paid or payable by Auditing Party hereunder by an amount that is, on an annualized basis, greater than five percent (5%) of the aggregate charges for the audited services during the period covered by the audit.

7.1.7 Any disputes concerning audit results shall be referred to the Parties' respective personnel responsible for informal resolution. If these individuals cannot resolve the dispute within thirty (30) days of the referral, either Party may request in writing that an additional audit shall be conducted by an independent auditor acceptable to both Parties, subject to the requirements set out in Section 7.1. Any additional audit shall be at the requesting Party's expense.

7.2 Audits – AT&T CONNECTICUT only

7.2.1 Except as provided in Appendix Compensation, AT&T CONNECTICUT shall arrange for one (1) annual independent audit to be conducted by a "Big Six" independent public accounting firm or an accounting firm mutually agreed to by AT&T CONNECTICUT, WSP and all other Telecommunications Carriers doing business with AT&T CONNECTICUT under the terms of an agreement adopted pursuant to Sections 251 and 252 of the Act for the purpose of evaluating the accuracy of AT&T CONNECTICUT's billing and invoicing.

7.2.2 AT&T CONNECTICUT will cooperate fully with the independent auditor in such audit and provide reasonable access to any and all appropriate AT&T CONNECTICUT employees, books, records and other documents reasonably necessary to perform the audit.

7.2.3 AT&T CONNECTICUT shall promptly correct any billing error that is revealed in the audit, including making refund of any overpayment to WSP in the form of a credit on the invoice for the first full billing cycle after the audit report is issued; such refund shall include interest on the overpayment at the rate of eight percent (8%) per year. In the event that the audit reveals any underbilling and resulting underpayment to AT&T CONNECTICUT by WSP, the underpayment shall be reflected in WSP's invoice for the first full billing cycle after the audit report is issued. AT&T CONNECTICUT will not be entitled to recover interest on any underbilling to WSP revealed by the audit for the time preceding the amount appearing on WSP's bill from AT&T CONNECTICUT, however, AT&T CONNECTICUT shall be entitled to recover interest at the interest rate referenced in Section 5.2.1 on such underbilling and WSP shall pay interest for the number of days from the Bill Due Date of the bill on which such underbilling was rectified until the date on which payment is made and available to AT&T CONNECTICUT.

8. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

8.1 EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE INTERCONNECTION, RESALE SERVICES, LAWFUL UNBUNDLED NETWORK ELEMENTS, FUNCTIONS, FACILITIES, PRODUCTS AND SERVICES IT PROVIDES UNDER OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT AND EACH PARTY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, NO PARTY TO THIS AGREEMENT ASSUMES RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY ANY OTHER PARTY TO THIS AGREEMENT WHEN SUCH DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

9. LIMITATION OF LIABILITY

9.1 Except for indemnity obligations expressly set forth herein or as otherwise expressly provided in specific appendices, each Party's liability to the other Party for any Loss relating to or arising out of such Party's performance under this Agreement, including any negligent act or omission (whether willful or inadvertent), whether in contract, tort or otherwise, including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement also constitute a violation of a statute, including the Act, shall not exceed in total the amount AT&T-13STATE or CLEC has charged or would have charged to the other Party for the affected Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, or functions, facilities, products and service(s) that were not performed or provided or were improperly performed or provided.

9.2 Except as otherwise expressly provided in specific appendices, in the case of any Loss alleged or claimed by a Third Party to have arisen out of the negligence or willful misconduct of any Party, each Party shall bear, and its obligation shall be limited to, that portion (as mutually agreed to by the Parties or as otherwise established) of the resulting expense caused by its own negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it.

9.3 A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users or Third Parties that relate to any Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services provided or contemplated under this Agreement that, to the maximum extent permitted by Applicable Law, such Party shall not be liable to such End User or Third Party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged the End User or Third Party for the Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services that gave rise to such Loss and (ii) any Consequential Damages. If a Party elects not to place in its tariffs or contracts such limitation(s) of liability, and the other Party incurs a Loss as a result thereof, the first Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitation(s) of liability described in this Section 9.3.

9.4 Neither WSP nor AT&T-13STATE shall be liable to the other Party for any Consequential Damages suffered by the other Party, regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including negligence of any kind, whether active or passive (and including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement constitutes a violation of the Act or other statute), and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions; provided that the foregoing shall not limit a Party's obligation under Section 16 to indemnify, defend, and hold the other Party harmless against any amounts payable to a Third Party, including any Losses, and Consequential Damages of such Third Party; provided, however, that nothing in this Section 15.4 shall impose indemnity obligations on a Party for any Loss or Consequential Damages suffered by that

Party's End User in connection with any affected Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products and services. Except as provided in the prior sentence, each Party ("Indemnifying Party") hereby releases and holds harmless the other Party ("Indemnitee") (and Indemnitee's Affiliates, and its respective officers, directors, employees and agents) against any Loss or Claim made by the Indemnifying Party's End User.

9.5 AT&T-13STATE shall not be liable to WSP, its End User or any other Person for any Loss alleged to arise out of the provision of access to 911 service or any errors, interruptions, defects, failures or malfunctions of 911 service.

9.6 This Section 9 is not intended to exempt any Party from all liability under this Agreement, but only to set forth the scope of liability agreed to and the type of damages that are recoverable. The Parties acknowledge that the allocation of risk provided for in the this section 9, "Limitation of Liability," is reflected in the pricing offered by AT&T-13 State for Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services under this Agreement, and that any change in the allocation of risk in this Limitation of Liability provision would result in different pricing to reflect the change in costs.

9.7 AT&T-13STATE shall not be liable for damages to an End User's premises resulting from the furnishing of any Interconnection, Network Elements, functions, Facilities, products or services, including, if applicable, the installation and removal of equipment and associated wiring, unless the damage is caused by AT&T-13STATE's gross negligence or willful misconduct. AT&T-13STATE does not guarantee or make any warranty with respect to Interconnection, Network Elements, functions, Facilities, products or services when used in an explosive atmosphere.

10. INDEMNITY

10.1 Except as otherwise expressly provided herein or in specific appendices, each Party shall be responsible only for the Interconnection, Network Elements, functions, products, Facilities, and services which are provided by that Party, its authorized agents, subcontractors, or others retained by such Parties, and neither Party shall bear any responsibility for the Interconnection, Network Elements, functions, Facilities, products and services provided by the other Party, its agents, subcontractors, or others retained by such Parties.

10.2 Except as otherwise expressly provided herein or in specific appendices, and to the extent not prohibited by Applicable Law and not otherwise controlled by tariff, each Party (the "Indemnifying Party") shall release, defend and indemnify the other Party (the "Indemnified Party") and hold such Indemnified Party harmless against any Loss to a Third Party arising out of the negligence or willful misconduct ("Fault") of such Indemnifying Party, its agents, its End Users, contractors, or others retained by such Parties, in connection with the Indemnifying Party's provision of Interconnection, Network Elements, functions, Facilities, products and services under this Agreement; provided, however, that (i) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (ii) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (iii) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract.

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

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

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

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

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

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

10.4.1.2.2 no infringement would have occurred without such modification.

10.4.2 Any and all penalties imposed on either Party because of the Indemnifying Party's failure to comply with the Communications Assistance to Law Enforcement Act of 1994 (CALEA); provided that the Indemnifying Party shall also, at its sole cost and expense, pay any amounts necessary to modify or replace any equipment, Facilities or services provided to the Indemnified Party under this Agreement to ensure that such equipment, Facilities and services fully comply with CALEA.

10.4.3 AT&T-13STATE hereby conveys no licenses to use such Intellectual Property rights and makes no warranties, express or implied, concerning WSP's (or any Third Parties') rights with respect to such Intellectual Property rights and contract rights, including whether such rights will be violated by such Interconnection in AT&T-13STATE's network or WSP's use of other functions, Facilities, products or services furnished under this Agreement.

10.4.4 AT&T-13STATE does not and shall not indemnify, defend or hold WSP harmless, nor be responsible for indemnifying or defending, or holding WSP harmless, for any Claims or Losses for actual or alleged infringement of any Intellectual Property right or interference with or violation of any contract right that arises out of, is caused by, or relates to WSP's Interconnection with AT&T-13STATE's network or WSP's use of other functions, Facilities, products or services furnished under this Agreement.

10.5 WSP shall reimburse AT&T-13STATE for damages to AT&T-13STATE's Facilities utilized to provide Interconnection hereunder caused by the negligence or willful act of WSP, its agents or subcontractors or WSP's End User or resulting from WSP's improper use of AT&T-13STATE's Facilities, or due to malfunction of any Facilities, functions, products, services or equipment provided by any Person or entity other than AT&T-13STATE. Upon reimbursement for damages, AT&T-13STATE will cooperate with WSP in prosecuting a Claim against the Person causing such damage. WSP shall be subrogated to the right of recovery by AT&T-13STATE for the damages to the extent of such payment.

10.6 Indemnification Procedures

10.6.1 Whenever a claim shall give rise to indemnification obligations under this Section 10, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request in writing the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim.

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

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

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

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

10.6.6 With respect to any defense accepted by the Indemnifying Party, the Indemnified Party will be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnified Party, and shall also be entitled to employ separate counsel for such defense at such Indemnified Party's expense.

10.6.7 If the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party.

10.6.8 In the event of a failure to assume the defense, the Indemnified Party may negotiate a settlement, which shall be presented to the Indemnifying Party. If the Indemnifying Party refuses to agree to the presented settlement, the Indemnifying Party may take over the defense. If the Indemnifying Party refuses to agree to the presented settlement and refuses to take over the defense, the Indemnifying Party shall be liable for any reasonable cash settlement not involving any admission of liability by the Indemnifying Party, though such settlement may have been made by the Indemnified Party without approval of the Indemnifying Party, it being the Parties' intent that no settlement involving a non-monetary concession by the Indemnifying Party, including an admission of liability by such Party, shall take effect without the written approval of the Indemnifying Party.

10.6.9 Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim and the relevant records of each Party shall be available to the other Party with respect to any such defense, subject to the restrictions and limitations set forth in Section 14, "Confidentiality".

11. INTELLECTUAL PROPERTY

11.1 Any Intellectual Property originating from or developed by a Party shall remain in the exclusive ownership of that Party.

12. NOTICES

12.1 Subject to Section 12.2, notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be

12.1.1 delivered personally;

12.1.2 delivered by express overnight delivery service;

12.1.3 mailed, via certified mail or first class U.S. Postal Service, with postage prepaid, and a return receipt requested; or

12.1.4 delivered by facsimile; provided that a paper copy is also sent by a method described in 12.1.1, 12.1.2 or 12.1.3, above.

12.1.5 Notices will be deemed given as of the earliest of:

12.1.5.1 the date of actual receipt,

12.1.5.2 the next business day when sent via express overnight delivery service,

12.1.5.3 five (5) days after mailing in the case of certified mail or first class U.S. Postal Service, or

12.1.5.4 on the date set forth on the confirmation produced by the sending facsimile machine when delivery by facsimile is shown on such confirmation as completed prior to 5:00 p.m. in the recipient's time zone, but the next business day when delivery by facsimile is shown at 5:00 p.m. or later in the recipient's time zone.

12.2 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	WSP CONTACT	AT&T-13STATE CONTACT
NAME/TITLE	Glenn Rauh Chairman	Contract Management ATTN: Notices Manager
STREET ADDRESS	220 Menard Street	311 S. Akard, 9th Floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Metamora, IL 61548	Dallas, TX 75202-5398
FACSIMILE NUMBER	309-367-2616	214-464-2006

12.3 WSP's E-mail address for Accessible Letters: grauh@mtco.com

12.4 Either Party may unilaterally change its designated contact, address, telephone number and/or facsimile number for the receipt of notices by giving written notice to the other Party in compliance with this Section. Any notice to change the designated contact, address, telephone and/or facsimile number for the receipt of notices shall be deemed effective ten (10) days following receipt by the other Party.

12.5 AT&T-13STATE communicates official information to WSPs via its Accessible Letter notification process. This process covers a variety of subjects, including updates on products/services promotions; deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services; and operational issues.

12.6 AT&T-13STATE Accessible Letter notification will be via electronic mail ("e-mail") distribution. Accessible Letter notification via e-mail will be deemed given as of the date set forth on the e-mail message.

12.7 WSP may designate up to a maximum of ten (10) recipients for AT&T-13STATE's Accessible Letter notification via e-mail.

12.8 WSP shall submit to AT&T-13STATE a completed Accessible Letter Recipient Change Request Form to the individual specified on that form to designate in writing each individual's e-mail address to whom

WSP requests Accessible Letter notification be sent. WSP shall submit a completed Accessible Letter Recipient Change Request Form to add, remove or change recipient information for any WSP recipient of Accessible Letters. Any completed Accessible Letter Recipient Change Request Form shall be deemed effective ten (10) days following receipt by AT&T-13STATE. AT&T-13STATE may, at its discretion, change the process by which the WSP provides Accessible Letter recipient information. Changes to this process will be developed through the WSP User Forum process and will be implemented only with the concurrence of the WSP User Form Global Issues group.

13. PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS

13.1 Neither Party nor its subcontractors or agents shall use in any advertising or sales promotion, press releases, or other publicity matters any endorsements, direct or indirect quotes, or pictures that imply endorsement by the other Party or any of its employees without such first Party's prior written approval. The Parties will submit to each other for written 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; the Party to whom a request is directed shall respond promptly. Nothing herein, however, shall be construed as preventing either Party from publicly stating the fact that it has executed this Agreement with the other Party.

13.2 Nothing in this Agreement will grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, logos, proprietary trade dress or trade names of the other Party in any advertising, press releases, publicity matters, marketing and/or promotional materials or for any other commercial purpose without prior written approval from such other Party.

14. CONFIDENTIALITY

14.1 Each Party anticipates and recognizes that it will come into possession of technical or business information or data about the other Party and/or its customers (including without limitation its end user customers) as a result of this Agreement which will be considered confidential by such other Party. The Parties agree (1) to treat all such information and data as strictly confidential; and (2) to use such information only for purposes of performance under this Agreement. Each Party agrees not to disclose confidential information and/or data of or pertaining to the other Party or its customers (including without limitation its end user customers) to any third party without first securing the written consent of such Party. The foregoing shall not apply to information which is in the public domain. Nothing in this Agreement prevents either Party from disclosing operations results or other data that might reflect the results of this Agreement as a part of that Party's aggregate operating data as long as the disclosed data is at a level of aggregation sufficient to avoid disclosing with specificity information obtained in the operation of this Agreement.

14.2 If a court or governmental agency orders or a third-party requests a Party to disclose or to provide any data or information covered by this section, that Party will immediately inform the other Party of the order or request before such data or information is provided and will inform the other Party both by telephone and certified mail. Notification and consent requirements described above are not applicable in cases where a court order requires the production of billing and/or usage records of or pertaining to an individual customer (including without limitation an end user customer).

14.3 This section will not preclude the disclosure by a Party of information or data subject to this Section to consultants, agents, or attorneys representing that Party, or the Office of the Public Counsel for a State, or appropriate State Commissions or staffs, or FCC Staff, provided that such representatives are informed of the confidential nature of the information and/or date prior to disclosure and are bound by confidentiality requirements that are at least as restrictive as applicable to the Parties to this Agreement.

14.4 The provisions of this section shall survive the expiration and/or termination of this Agreement, unless agreed to in writing by the Parties.

15. INTERVENING LAW

15.1 This Agreement is the result of negotiations between the Parties and may incorporate certain provisions that resulted from arbitration by the appropriate state Commission(s). In entering into this Agreement and any Amendments to such Agreement 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) which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review. 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/or otherwise affects the rights or obligations of either Party that are addressed by this Agreement, 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 reach agreement on appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications within sixty (60) days from the Written Notice, any disputes between the Parties concerning such actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

16. GOVERNING LAW

16.1 Unless otherwise provided by Applicable Law, this Agreement shall be governed by and construed in accordance with the Act, the FCC Rules and Regulations interpreting the Act and other applicable federal law. To the extent that federal law would apply state law in interpreting this Agreement, the domestic laws of the state in which the Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services at issue are furnished or sought shall apply, without regard to that state's conflict of laws principles. The Parties submit to personal jurisdiction in Little Rock, Arkansas; San Francisco, California; New Haven, Connecticut; Chicago, Illinois; Indianapolis, Indiana; Topeka, Kansas; Detroit, Michigan; St. Louis, Missouri; Reno, Nevada; Columbus, Ohio; Oklahoma City, Oklahoma, Dallas, Texas and Milwaukee, Wisconsin, and waive any and all objection to any such venue.

17. REGULATORY APPROVAL

17.1 The Parties understand and agree that this Agreement and any amendment or modification hereto will be filed with the Commission for approval in accordance with Section 252 of the Act and may thereafter be filed with the FCC. The Parties believe in good faith and agree that the services to be provided under this Agreement are in the public interest. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252 of the Act without modification.

17.2 Unless otherwise agreed, if the designated Party fails to file this Agreement with the appropriate State Commission within sixty (60) days of both Parties signatures, then this signed Agreement is null and no longer valid. In such event, the designated Party may not file this signed Agreement for approval unless it obtains the express written permission of the other Party. If the other Party objects to the filing of this signed Agreement following the expiration of the sixty (60) days referenced above, then either Party may initiate negotiations for a successor agreement under Section 251/252 of the Act. If negotiations are commenced by either Party, then the Parties will determine what rates, terms and conditions, if any, will apply until such time as a successor agreement is reached. In any event, upon approval of the successor agreement by the appropriate State Commission, the rates, terms and conditions of such successor agreement shall retroactively apply back to the expiration and/or effective termination date of the last State Commission approved agreement between the Parties or the effective date of any interim agreement entered into between the Parties, whichever is earlier.

18. COMPLIANCE AND CERTIFICATION

18.1 Each Party shall comply at its own expense with all Applicable Laws that relate to that Party's obligations to the other Party under this Agreement. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of Applicable Law.

18.2 Each Party warrants that it has obtained all necessary certifications and licenses prior to ordering any Interconnection, functions, Facilities, products and services from the other Party pursuant to this Agreement. Upon request, each Party shall provide proof of certification and licensure.

18.3 Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, Governmental Authorities, building and property owners, other Telecommunications Carriers, and any other Third Parties that may be required in connection with the performance of its obligations under this Agreement.

18.4 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the CALEA.

19. LAW ENFORCEMENT

19.1 AT&T-12STATE and WSP shall reasonably cooperate with the other Party in handling law enforcement requests as follows:

19.1.1 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 End User of the other Party, it shall refer such request to the Party that serves such End User, 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.

19.2 Subpoenas

19.2.1 If a Party receives a subpoena for information concerning a End User the Party knows to be a End User of the other Party, it shall refer the subpoena 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 receiving Party was the End User's service provider, in which case that Party will respond to any valid request.

19.3 Emergencies

19.3.1 If a Party receives a request from a law enforcement agency for a temporary number change, temporary disconnect, or one-way denial of outbound calls by the receiving Party's switch for an End User of the other Party, that receiving Party will comply with a valid emergency request. However, neither Party shall be held liable for any Claims or Losses 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 or Losses.

19.4 AT&T CONNECTICUT and WSP shall reasonably cooperate with the other Party in handling law enforcement requests as follows:

19.4.1 Each of the Parties agree to comply with the applicable state and federal law enforcement authorities, laws, and requirements, including but not limited to, the Communications Assistance for Law Enforcement Act (CALEA) and to report to applicable State and Federal law enforcement authorities as required by law, the Telecommunications Services and related information provided by each of the Parties in Connecticut.

20. RELATIONSHIP OF THE PARTIES/INDEPENDENT CONTRACTOR

20.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party and each Party's contractor(s) shall be solely responsible for all matters relating to payment of such employees, including the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to its employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts and all other regulations governing such matters. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

20.2 Nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other. Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

21. NO THIRD PARTY BENEFICIARIES; DISCLAIMER OF AGENCY

21.1 This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any Third Party beneficiary rights hereunder. This Agreement shall not provide any Person not a party hereto with any remedy, claim, liability, reimbursement, cause of action, or other right in excess of those existing without reference hereto.

22. ASSIGNMENT

22.1 Assignment of Contract

22.1.1 WSP may not assign or transfer this Agreement or any rights or obligations hereunder, whether by operation of law or otherwise, to a non-affiliated Third Party without the prior written consent of AT&T-13STATE. Any attempted assignment or transfer that is not permitted is void *ab initio*.

22.1.2 WSP may assign or transfer this Agreement and all rights and obligations hereunder, whether by operation of law or otherwise, to its Affiliate by providing sixty (60) calendar days' advance written notice of such assignment or transfer to AT&T-13STATE; provided that such assignment or transfer is not inconsistent with Applicable Law (including the Affiliate's obligation to obtain and maintain proper Commission certification and approvals) or the terms and conditions of this Agreement. Notwithstanding the foregoing, WSP may not assign or transfer this Agreement, or any rights or obligations hereunder, to its Affiliate if that Affiliate is a party to a separate agreement with AT&T-13STATE under Sections 251 and 252 of the Act. Any attempted assignment or transfer that is not permitted is void *ab initio*.

22.2 Corporate Name Change and/or change in "d/b/a" only

22.2.1 When only the WSP name and/or form of entity (*e.g.*, a corporation to a limited liability corporation) is changing, and which does not include a change to a WSP OCN/ACNA, constitutes a WSP Name Change. For a WSP Name Change, WSP will incur a record order charge for each WSP CABS BAN.

22.3 Company Code Change

22.3.1 Any assignment or transfer of an Agreement associated with the transfer or acquisition of "assets" provisioned under that Agreement, where the OCN/ACNA formerly assigned to such "assets" is changing constitutes a WSP Company Code Change. For the purposes of Section 22.3.1, "assets" means any Interconnection, Lawful Unbundled Network Element, function, facility, product or service provided under that Agreement. WSP shall provide AT&T-13STATE with ninety (90) calendar days advance written notice of any assignment associated with a WSP Company Code Change and obtain AT&T-13STATE's consent. AT&T-13STATE shall not unreasonably withhold consent to a WSP Company Code Change; provided, however, AT&T-13STATE's consent to any WSP Company Code Change is contingent upon cure of any outstanding charges owed under this Agreement and any outstanding charges associated with the "assets" subject to the WSP Company Code Change. In addition, WSP acknowledges that WSP may be required to tender additional assurance of payment if requested under the terms of this Agreement.

22.3.2 For any WSP Company Code Change, WSP must submit a service order changing the OCN/ACNA for each end user record and/or a service order for each circuit ID number, as applicable. WSP shall pay the appropriate charges for each service order submitted to accomplish a WSP Company Code Change. In addition, WSP shall pay any and all charges required for re-stenciling, re-engineering, changing locks and any other work necessary with respect to Collocation, as determined on an individual case basis.

23. SUBCONTRACTING

23.1 If either Party retains or engages any subcontractor to perform any of that Party's obligations under this Agreement, each Party will remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either Party performs through subcontractors.

23.2 Each Party will be solely responsible for payments due to that Party's subcontractors.

23.3 No subcontractor will be deemed a Third Party beneficiary for any purposes under this Agreement.

23.4 No contract, subcontract or other agreement entered into by either Party with any Third Party in connection with the provision of Interconnection, Network Elements, functions, facilities, products and services hereunder will provide for any indemnity, guarantee or assumption of liability by the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party.

23.5 Any subcontractor that gains access to CPNI or Proprietary Information covered by this Agreement shall be required by the subcontracting Party to protect such CPNI or Proprietary Information to the same extent the subcontracting Party is required to protect such CPNI or Proprietary Information under the terms of this Agreement.

24. RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION

24.1 Each Party shall be solely responsible at its own expense for the proper handling, use, removal, excavation, storage, treatment, transport, disposal, or any other management by such Party or any person acting on its behalf of all Hazardous Substances and Environmental Hazards introduced to the affected work location and will perform such activities in accordance with Applicable Law.

24.2 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, AT&T-13STATE shall, at WSP's request, indemnify, defend, and hold harmless WSP, each of its officers, directors and employees from and against any losses, damages, costs, fines, penalties and expenses (including reasonable attorneys and consultant's fees) of every kind and nature to the extent they are incurred by any of those parties in connection with a claim, demand, suit, or proceeding for damages, penalties, contribution, injunction, or any other kind of relief that is based

upon, arises out of, is caused by, or results from: (i) the removal or disposal from the work location of a Hazardous Substance by AT&T-13STATE or any person acting on behalf of AT&T-13STATE, or the subsequent storage, processing, or other handling of such Hazardous Substances after they have been removed from the work location, (ii) the Release of a Hazardous Substance, regardless of its source, by AT&T-13STATE or any person acting on behalf of AT&T-13STATE, or (iii) the presence at the work location of an Environmental Hazard for which AT&T-13STATE is responsible under Applicable Law or a Hazardous Substance introduced into the work location by AT&T-13STATE or any person acting on behalf of AT&T-13STATE.

24.3 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, WSP shall, at AT&T-13STATE's request, indemnify, defend, and hold harmless AT&T-13STATE, each of its officers, directors and employees from and against any losses, damages, costs, fines, penalties and expenses (including reasonable attorney's and consultant's fees) of every kind and nature to the extent they are incurred by any of those parties in connection with a claim, demand, suit, or proceeding for damages, penalties, contribution, injunction, or any other kind of relief that is based upon, arises out of, is caused by, or results from: (i) the removal or disposal of a Hazardous Substance from the work location by WSP or any person acting on behalf of WSP, or the subsequent storage, processing, or other handling of such Hazardous Substances after they have been removed from the work location, (ii) the Release of a Hazardous Substance, regardless of its source, by WSP or any person acting on behalf of WSP, or (iii) the presence at the work location of an Environmental Hazard for which WSP is responsible under Applicable Law or a Hazardous Substance introduced into the work location by WSP or any person acting on behalf of WSP.

24.4 For the purposes of this agreement, "Hazardous Substances" means 1) any material or substance that is defined or classified as a hazardous substance, hazardous waste, hazardous material, hazardous chemical, pollutant, or contaminant under any federal, state, or local environmental statute, rule, regulation, ordinance or other Applicable Law dealing with the protection of human health or the environment, 2) petroleum, oil, gasoline, natural gas, fuel oil, motor oil, waste oil, diesel fuel, jet fuel, and other petroleum hydrocarbons, or 3) asbestos and asbestos containing material in any form, and 4) any soil, groundwater, air, or other media contaminated with any of the materials or substances described above.

24.5 For the purposes of this agreement, "Environmental Hazard" means 1) the presence of petroleum vapors or other gases in hazardous concentrations in a manhole or other confined space, or conditions reasonably likely to give rise to such concentrations, 2) asbestos containing materials, or 3) any potential hazard that would not be obvious to an individual entering the work location or detectable using work practices standard in the industry.

24.6 For the purposes of this agreement, "Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposal, or other movement into 1) the work location, or 2) other environmental media, including but not limited to, the air, ground or surface water, or soil.

25. FORCE MAJEURE

25.1 No Party shall be responsible for delays or failures in performance of any part of this Agreement (other than an obligation to make money payments) resulting from acts or occurrences beyond the reasonable control of such Party, including acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any Governmental Authority, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, hurricanes, floods, work stoppages, equipment failures, cable cuts, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (individually or collectively, a "Force Majeure Event") or any Delaying Event caused by the other Party or any other circumstances beyond the Party's reasonable control. If a Force Majeure Event shall occur, the Party

affected shall give prompt notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease.

26. TAXES

26.1 Each Party purchasing Interconnection, network elements, functions, facilities, products and services under this Agreement shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, municipal fees, transfer, transaction or similar taxes, fees, or surcharges (hereinafter "Tax") imposed on, or with respect to, the Interconnection, network elements, functions, facilities, products and services under this Agreement provided by or to such Party, except for (a) any Tax on either Party's corporate existence, status, or income or (b) any corporate franchise Taxes. Whenever possible, Taxes shall be billed as a separate item on the invoice.

26.2 With respect to any purchase of Interconnection, network elements, functions, facilities, products and services under this Agreement if any Tax is required or permitted by Applicable Law to be collected from the purchasing Party by the providing Party, then: (i) the providing Party shall bill the purchasing Party for such Tax; (ii) the purchasing Party shall remit such Tax to the providing Party; and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority. Failure to include Taxes on an invoice or to state a Tax separately shall not impair the obligation of the purchasing Party to pay any Tax. Nothing shall prevent the providing Party from paying any Tax to the appropriate taxing authority prior to the time: (1) it bills the purchasing Party for such Tax, or (2) it collects the Tax from the purchasing Party. Notwithstanding anything in this Agreement to the contrary, the purchasing Party shall be liable for and the providing Party may collect Taxes which were assessed by or paid to an appropriate taxing authority within the statute of limitations period but not included on an invoice within four (4) years after the Tax otherwise was owed or due.

26.3 With respect to any purchase hereunder of Interconnection, network elements, functions, facilities, products and services under this Agreement that are resold to a Third Party, if any Tax is imposed by Applicable Law on the End User in connection with any such purchase, then: (i) the purchasing Party shall be required to impose and/or collect such Tax from the End User; and (ii) the purchasing Party shall remit such Tax to the applicable taxing authority. The purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such tax to such authority.

26.4 If the providing Party fails to bill or to collect any Tax as required herein, then, as between the providing Party and the purchasing Party: (i) the purchasing Party shall remain liable for such uncollected Tax; and (ii) the providing Party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing Party fails to pay any Taxes properly billed, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the Taxes, penalty and interest.

26.5 If the purchasing Party fails to impose any Tax on and/or collect any Tax from End Users as required herein, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay or impose on and/or collect from End Users, the purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a

result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such Tax to such authority.

26.6 If either Party is audited by a taxing authority or other Governmental Authority, the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

26.7 If Applicable Law excludes or exempts a purchase of Interconnection, network elements, functions, facilities, products and services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party (a) furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the Applicable Law that both allows such exemption and does not require an exemption certificate; and (b) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any tax, interest, penalties, Loss, cost or expense with respect to forbearing to collect such Tax.

26.8 With respect to any Tax or Tax controversy covered by this Section 27, the purchasing Party is entitled to contest with the imposing jurisdiction, pursuant to Applicable Law and at its own expense, any Tax that it is ultimately obligated to pay or collect. The purchasing Party will ensure that no lien is attached to any asset of the providing Party as a result of any contest. The purchasing Party shall be entitled to the benefit of any refund or recovery of amounts that it had previously paid resulting from such a contest. Amounts previously paid by the providing Party shall be refunded to the providing Party. The providing Party will cooperate in any such contest.

26.9 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 27 shall be sent in accordance with Section 12, “Notices” hereof.

27. NON-WAIVER

27.1 Except as otherwise specified in this Agreement, no waiver of any provision of this Agreement and no consent to any default under this Agreement shall be effective unless the same is in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege. No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.

28. NETWORK MAINTENANCE AND MANAGEMENT

28.1 The Parties will work cooperatively to implement this Agreement. The Parties will exchange appropriate information (for example, maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, escalation processes, etc.) to achieve this desired result.

28.2 Each Party will administer its network to ensure acceptable service levels to all users of its network services. Service levels are generally considered acceptable only when End Users are able to establish connections with little or no delay encountered in the network. Each Party will provide a 24-hour contact number for network traffic management issues to the other's surveillance management center and a trouble reporting number.

28.3 Each Party maintains the right to implement protective network traffic management controls, such as "cancel to", "call gapping" or 7-digit and 10-digit code gaps, to selectively cancel the completion of traffic over its network, including traffic destined for the other Party’s network, when required to protect the public-switched network from congestion as a result of occurrences such as facility failures, switch

congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.

28.4 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Expansive controls shall be used only when mutually agreed to by the Parties.

28.5 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes to prevent or mitigate the impact of these events on the public-switched network, including any disruption or loss of service to the other Party's End Users. Facsimile (FAX) numbers must be exchanged by the Parties to facilitate event notifications for planned mass calling events.

28.6 Neither Party shall use any Interconnection, Network Element, function, facility, product or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with or impairs service over any facilities of AT&T-13STATE, its affiliated companies or other connecting Telecommunications Carriers, prevents any Telecommunications Carrier from using its Telecommunications Service, impairs the quality or the privacy of Telecommunications Service to other Telecommunications Carriers or to either Party's End Users, causes hazards to either Party's personnel or the public, damage to either Party's or any connecting Telecommunications Carrier's facilities or equipment, including any malfunction of ordering or billing systems or equipment. Upon such occurrence either Party may discontinue or refuse service, but only for so long as the other Party is violating this provision. Upon any such violation, either Party shall provide the other Party notice of the violation at the earliest practicable time.

28.7 The Parties shall cooperate to establish separate, dedicated Trunks for the completion of calls to high volume End Users.

28.8 WSP and AT&T-13STATE will work cooperatively to install and maintain a reliable network. WSP and AT&T-13STATE will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government and such other information as the Parties shall mutually agree) to achieve this desired reliability.

28.9 WSP shall acknowledge calls in accordance with the following protocols.

28.9.1 WSP will provide a voice intercept announcement or distinctive tone signals to the calling party when a call is directed to a number that is not assigned by WSP.

28.9.2 WSP will provide a voice announcement or distinctive tone signals to the calling party when a call has been received and accepted by WSP's MSC.

28.10 When WSP's MSC is not able to complete calls because of a malfunction in the MSC or other equipment, WSP will either divert the call to its operator, or provide a recorded announcement to the calling party advising that the call cannot be completed.

28.11 WSP will provide supervisory tones or voice announcements to the calling party on all calls, consistent with standard telephone industry practices.

28.12 Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. Each Party agrees to comply with the Network Disclosure rules adopted by the FCC in CC Docket No. 96-98, Second Report and Order, codified at 47 C.F.R. 51.325 through 51.335, as such rules may be amended from time to time (the "Network Disclosure Rules").

28.13 WSP agrees to pay AT&T-13STATE for Time and Materials in all instances where WSP submits a trouble report and AT&T-13STATE, through investigation and testing, determines that the trouble is

outside of the AT&T-13STATE network. WSP will be billed Time and Material Rate from the appropriate tariff

29. SIGNALING

29.1 Signaling Protocol. SS7 Signaling is AT&T-13STATE's preferred method for signaling. Where multi-frequency signaling is currently used, the Parties agree to use their best efforts to convert to SS7. If SS7 services are provided by AT&T-13STATE, they will be provided in the applicable access tariffs. Where multi-frequency signaling is currently used, the Parties agree, below, to Interconnect their networks using multi-frequency ("MF") or ("DTMF") signaling, subject to availability at the End Office Switch or Tandem Switch at which Interconnection occurs. The Parties acknowledge that the use of MF signaling may not be optimal. AT&T-13STATE will not be responsible for correcting any undesirable characteristics, service problems or performance problems that are associated with MF/SS7 inter-working or the signaling protocol required for Interconnection with WSP employing MF signaling.

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

30. TRANSMISSION OF TRAFFIC TO THIRD PARTIES

30.1 WSP will not send to AT&T-13STATE local traffic that is destined for the network of a Third Party unless WSP has the authority to exchange traffic with that Third Party.

31. INTENTIONALLY LEFT BLANK

32. END USER INQUIRIES

32.1 Except as otherwise required by Section 32.1, each Party will refer all questions regarding the other Party's services or products directly to the other Party at a telephone number specified by that Party.

32.2 Except as otherwise required by Section 32.1, each Party will ensure that representatives who receive inquiries regarding the other Party's services:

32.2.1 Provide the number described in Section 32.1 to callers who inquire about the other Party's services or products; and

32.2.2 Do not in any way disparage or discriminate against the other Party or its products or services.

32.3 Except as otherwise provided in this Agreement, WSP shall be the primary point of contact for WSP's End Users with respect to the services WSP provides such End Users.

33. EXPENSES

33.1 Except as expressly set forth in this Agreement, each Party will be solely responsible for its own expenses involved in all activities related to the matters covered by this Agreement.

33.2 AT&T-12STATE and WSP shall each be responsible for one-half (1/2) of expenses payable to a Third Party for Commission fees or other charges (including regulatory fees and any costs of notice or publication, but not including attorney's fees) associated with the filing of this Agreement. Prior to the filing of this Agreement in the state of Nevada, WSP will submit a check in the amount of $200.00, payable to Public Utilities Commission of Nevada, to cover its portion of the expenses incurred with filing this Agreement. Prior to the filing of each and every Amendment filed in connection with this Agreement in the state of Nevada, WSP will submit a check in the amount of $200.00, payable to Public Utilities Commission of Nevada, to cover its portion of the expenses incurred with filing of each amendment filed in connection with this Agreement. Upon receipt of WSP's check, the Agreement will be processed for filing with the Commission.

34. CONFLICT OF INTEREST

34.1 The Parties represent that no employee or agent of either Party has been or will be employed, retained, or paid a fee, or has otherwise received or will receive any personal compensation or consideration from the other Party, or from any of the other Party's employees or agents, in connection with the negotiation of this Agreement or any associated documents.

35. SURVIVAL OF OBLIGATIONS

35.1 The Parties' obligations under this Agreement, which by their nature are intended to continue beyond the termination or expiration of this Agreement, shall survive the termination or expiration of this Agreement. Without limiting the general applicability of the foregoing, the following terms and conditions of these General Terms and Conditions are specifically agreed by the Parties to continue beyond the termination or expiration of this Agreement: Sections 4.5; 4.6, 5, 6, 7, 9 10, 11, 13, 14, 16, 18.4, 19.3, 25, 27, and 36.

36. SCOPE OF AGREEMENT

36.1 This Agreement is intended to describe and enable specific Interconnection and compensation arrangements between the Parties. This Agreement is the arrangement under which the Parties may purchase from each other the products and services described in Section 251 of the Act and obtain approval of such arrangement under Section 252 of the Act. Except as agreed upon in writing, neither Party shall be required to provide the other Party a function, facility, product, service or arrangement described in the Act that is not expressly provided herein.

36.2 Except as specifically contained herein or provided by the FCC or any Commission within its lawful jurisdiction, nothing in this Agreement shall be deemed to affect any access charge arrangement.

37. AMENDMENTS AND MODIFICATIONS

37.1 No provision of this Agreement shall be deemed amended or modified by either Party unless such amendment or modification is in writing, dated, and signed by authorized representatives of both Parties. The rates, terms and conditions contained in the amendment shall become effective upon approval of such amendment by the appropriate Commission(s). AT&T-12STATE and WSP shall each be responsible for its share of the publication expense (i.e. filing fees, delivery and reproduction expense, and newspaper notification fees), to the extent publication is required for filing of an amendment by a specific state.

37.2 Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications.

37.3 If either Party proposes to make any permanent changes in the arrangements provided for in this Agreement, or any Attachments, or any permanent change in its operations that would affect the other Party's operations or services once the Trunks, apparatus, equipment, or any other item furnished by

the Parties under this Agreement are installed, the changing Party shall give reasonable advance written notice to the other Party of such changes, advising when such changes will be made. All such changes shall be coordinated with the non-changing Party. Nothing in this Section shall affect the Parties' rights and obligations under this Agreement.

37.4 Subject to specific provisions herein to the contrary, each Party shall be solely responsible, at its expense, for the overall design of its services and for any redesigning or rearrangement of its services that may be required because of changes in Facilities, Trunks, operations or procedures of the other Party, minimum network protection criteria, or operating or maintenance characteristics of the Trunks.

38. AUTHORIZATION

38.1 AT&T-13STATE represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation, that AT&T Operations, Inc. has full power and authority to execute and deliver this Agreement as agent for AT&T-13STATE, and that AT&T-13STATE has full power and authority to perform its obligations hereunder.

38.2 WSP represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation, and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

38.3 Each Party warrants that it has obtained or will obtain prior to operating under this Agreement, all-necessary jurisdictional licenses, authorizations and/or certifications required in those jurisdictions in which it will order services or Facilities or will operate under this Agreement. Upon request, each Party shall provide proof of such licenses, authorizations and/or certification.

39. ENTIRE AGREEMENT

39.1 AT&T-12STATE

39.1.1 The terms contained in this Agreement and any Appendices, Attachments, Exhibits, Schedules, and Addenda constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written between the Parties during the negotiations of this Agreement and through the execution and/or Effective Date of this Agreement. This Agreement shall not operate as or constitute a novation of any agreement or contract between the Parties that predates the execution and/or Effective Date of this Agreement.

39.2 AT&T CONNECTICUT

39.2.1 The rates, terms and conditions contained in this Agreement and any Appendices, Attachments, Exhibits, Schedules, Addenda, Commission approved tariffs and other documents or instruments referred to herein and incorporated into this Agreement by reference constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written between the Parties pre-dating the execution of this Agreement; provided, however, that none of the rates, terms or conditions of this Agreement shall be construed to apply in any manner to any period prior to the termination and/or expiration date of any agreement that this Agreement replaces. This Agreement shall not operate as or constitute a novation of any agreement or contract between the Parties that predates the execution and/or Effective Date of this Agreement.

40. MULTIPLE COUNTERPARTS

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

41. DIALING PARITY

41.1 AT&T-13STATE agrees that local dialing parity will be available to WSP in accordance with the Act.

42. REMEDIES

42.1 Except as otherwise provided in this Agreement, no remedy set forth herein is intended to be exclusive and each and every remedy shall be cumulative and in addition to any other rights or remedies now or hereafter existing under Applicable Law or otherwise.

43. NUMBERING

43.1 It shall be the responsibility of each Party to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NPA-NXXs at all times. Neither AT&T-13STATE nor WSP shall charge each other for changes to switch routing software necessitated by the opening of NPAs or NXXs. If either Party is authorized to recover its costs for changes to switch routing software necessitated by the opening of NPAs or NXXs, the Parties shall reimburse each other's costs according to such authorization.

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

43.3 To the extent that the WSP's dedicated NPA-NXX resides at a point in AT&T-13STATE network, then the Parties shall cooperate to reassign the routing V&H and the Common Language Location Identifier ("CLLI") of dedicated NPA-NXX(s) from AT&T-13STATE's Tandems to points within WSP's network as designated by WSP. WSP agrees that it shall use best efforts to complete the reassignment of its dedicated NPA-NXX(s)into its network. The Parties agree to cooperate in order to complete the transfer of all codes no later than the end of twelve months from the Effective Date. Until an NPA-NXX is reassigned, it will continue to be assigned to AT&T-13STATE's network as shown in the LERG.

43.4 AT&T-13STATE will forward a confirmation to WSP in response to WSP's request to add WSP's NPA-NXXs to interconnection trunks, when WSP submits such a request accompanied by an ASR without service and using the remarks section to refer to the NPA-NXX form. This NPA-NXX installation request will be treated as a no-charge order.

44. NUMBER PORTABILITY

44.1 Both Parties will provide switch translations and billing contact points regarding the establishment of or modification to full number blocks. The Parties shall provide to each other Permanent Number Portability (PNP) on a reciprocal basis as outlined in the applicable Appendix Wireless Number Portability, which is attached hereto and incorporated herein by reference.

AT&T-13STATE Cellular/PCS Interconnection Agreement
Signatures

Illinois Valley Cellular RSA2-I Partnership; Illinois Valley Cellular RSA2-II Partnership; Illinois Valley Cellular RSA2-III Partnership

Signature: Glenn E. Rauh

Printed: GLENN E. RAUH

Title: Chairman
(Print or Type)

Date: 1-31-08

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

Signature:

Printed: Eddie A. Reed, Jr.

Title: Director - Interconnection Agreements
(Print or Type)

Date: 2-6-08

Switch Based Cons # 4234, 5272, 5273

ACNA ILV

APPENDIX NIM
(NETWORK INTERCONNECTION METHODS)

TABLE OF CONTENTS

INTRODUCTION.....1
POINT OF INTERCONNECTION OPTIONS.....2
TERMS AND COMPENSATION FOR USE OF FACILITIES.....3
ANCILLARY SERVICES TRAFFIC.....4

APPENDIX NIM
(NETWORK INTERCONNECTION METHODS)

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for Interconnection provided by AT&T-13STATE and WSP.

1.2 Interconnection shall be provided at a level of quality equal to that which AT&T-13STATE provides to itself, a subsidiary, an Affiliate, or any other Telecommunications Carrier.

1.3 In the event the Parties deploy new switches after the Effective Date, the Parties will provide reasonable advance notice of such change and will work cooperatively to accomplish all necessary network changes.

1.4 WSP may designate the interface it wants to receive from the following: Trunk Side terminations at voice grade, DS0 or DS1 level.

1.5 WSP and AT&T-13STATE will interconnect directly in each LATA in which they exchange Section 251(b)(5) Calls and Switched Access Services traffic. Inter-tandem switching is not provided and Facility meet points must be within the AT&T-13STATE service area.

1.6 Facilities will be planned for in accordance with the trunk forecasts exchanged between the Parties as described in Appendix ITR.

2. POINT OF INTERCONNECTION OPTIONS

2.1 WSP and AT&T-13STATE shall mutually agree on a POI for each Facility with Trunks utilized to carry traffic between their respective networks. A POI may be located at:

2.1.1 the AT&T-13STATE Wire Center where the Facilities terminate for WSP to AT&T-13STATE Authorized Services traffic,

2.1.2 WSP's office where the Facilities terminate for AT&T-13STATE to WSP Authorized Services traffic, or

2.1.3 another, mutually agreeable location.

2.2 A POI shall not be located across a LATA boundary, nor more than a distance of 14 miles (or the State's defined local calling area, whichever is greater), from the AT&T13-State Central Office Switch where the Facility connection is established. WSP is responsible for the cost of Facilities beyond 14 miles.

3. TERMS AND COMPENSATION FOR USE OF FACILITIES

3.1 Each Party shall be responsible for providing its owned or leased transport Facilities to route calls to and from the POI. Each Party may construct its own Facilities, it may purchase or lease these Facilities from a Third Party, or it may purchase or lease these Facilities from the other Party, if available, pursuant to access services tariff or separate contract. Optional Payment Plans (OPP), and High Cap Term Payment Plans (HCTPP) are not available for transport facilities pursuant to this agreement.

3.2 The Parties will connect their networks (*i.e.*, to and from the AT&T-13STATE Central Office Switch where the Facility connection is established) using digital Facilities of at least DS–1 transmission rates ("DS-1 Facilities"), where available.

3.3 The following shall apply solely for Facilities connecting the Parties networks dedicated for transport of Authorized Services Interconnection traffic and for transport of Authorized Services Third Party Traffic. Notwithstanding the foregoing, nothing in this Agreement shall be construed as authorizing WSP to use such Facilities to deliver traffic that is destined for a facilities-based Competitive Local Exchange Carrier (CLEC), Incumbent Local Exchange Carrier (ILEC), Commercial Mobile Radio Service (CMRS) provider, or Out-of-Exchange Local Exchange Carrier (OELEC).

3.3.1 Notwithstanding any other provision of this Agreement, AT&T-13STATE shall not have dedicated transport obligations over, nor shall it have any obligation to share the cost of, Facilities between the Parties' networks that either cross a LATA boundary, or exceed a distance of 14 miles (or the State's defined local calling area, whichever is greater) from the AT&T-13STATE Central Office Switch where the Facility connection is established.

3.3.2 When a Party uses DS-1 Facilities provided by the other Party (either through self provisioning, or through the purchase of Facilities from the other Party or from Third Parties) to deliver traffic from its network that are (a) dedicated to the transmission of Authorized Services traffic between the Parties' networks, and (b) are shared by the Parties, such Party will reimburse the other Party for a proportionate share of the cost of Facilities. Notwithstanding the foregoing, if WSP obtains such Facilities from a Third Party, nothing herein shall obligate AT&T-13STATE to reimburse WSP for those Facilities.

3.3.2.1 AT&T-13STATE's use of such Facilities is reflected in the Shared Facility Factor listed in Appendix Pricing (Wireless) and is equal to the amount of Section 251(b)(5) Calls traffic originated on AT&T-13STATE's network in the State compared to the amount of all traffic exchanged between the Parties in the State.

3.3.2.2 The Party, who is delivering Interconnection traffic originating on its network through Facilities and/or Trunks provided by the other Party, shall pay to the other Party providing such Facilities and/or Trunks its share of the cost of such Facilities and/or Trunks utilizing the Shared Facility Factor set forth in Appendix – Pricing (Wireless), which represents AT&T 13-STATE's share of the cost; provided, however, that either Party may submit to the other Party a traffic study, a reasonable estimate of its traffic with supporting justification for such estimate, and/or other network information in complete and appropriate form (determined in good faith)("Shared Facility Information") that the Parties will use to negotiate in good faith a different WSP-specific Shared Facility Factor. The Shared Facility Information must be WSP-specific and relate to WSP's network in the State; it shall not be based on industry average data or the data of other Telecommunications Carriers. Once a new Shared Facility Factor has been negotiated, the Parties agree to file an Amendment with the Commission to reflect such factor within thirty (30) Days. Upon filing of the Amendment, if the Shared Facility Information is provided within ninety (90) Days after the date this Agreement was executed by duly authorized representatives of both Parties, then the WSP-specific Shared Facility Factor derived using such Shared Facility Information shall be effective as of the Effective Date of this Agreement; otherwise, upon filing of the Amendment, the WSP-specific Shared Facility Factor will be effective as of the date the Shared Facility Information was provided in complete and appropriate form (determined in good faith) to the other Party. Renegotiation of the WSP-specific Shared Facility Factor shall occur no more frequently than once every twelve months.

3.3.3 Each Party reserves the right to refuse or discontinue the use of a shared Facilities arrangement provided by the other Party, the Facilities provided directly by the other Party or via a Third Party. This provision does not negate any obligations either Party may have regarding such Facilities, such as but not limited to, term and notice provisions.

3.3.4 When a Party uses its own Facilities (either through self-provisioning, or through the purchase of Facilities from the other Party or from Third Parties) to deliver one-way traffic from its network to the POI, such Party shall provide such Facilities at its sole cost and expense.

4. ANCILLARY SERVICES TRAFFIC

4.1 When delivering Ancillary Services traffic to AT&T-13STATE, WSP shall provide Facilities and connections in each LATA dedicated solely for Ancillary Services traffic. Ancillary Service traffic requires a dedicated DS-1 Facility. The connection used must be an Ancillary Services Connection.

4.2 For the provision of 911 and/or E911 Services, WSP may provide its own Facilities or purchase Facilities from a Third Party to connect its network with AT&T-13STATE's 911 Tandem. Alternatively, WSP may purchase appropriate Facilities from AT&T-13STATE's applicable Access Services Tariff.

4.2.1 This Section 4.2.1 applies only in states where Type 2C interfaces are generally available from AT&T-13STATE. As a further alternative in such states, WSP may purchase Facilities employing a Type 2C interface from AT&T-13STATE at rates found in the special access service section of AT&T-13STATE's Intrastate Access Services Tariff.

APPENDIX ITR
(Interconnection Trunking Requirements)

TABLE OF CONTENTS

INTRODUCTION....1
TRUNKING DESCRIPTIONS....2
TRUNK REQUIREMENTS....3
TRUNK FORECASTING....4
TRUNK PROVISIONING....5
ROUTING & RATING....6
TRUNK DATA EXCHANGE....7
TRANSMISSION AND ROUTING OF AND COMPENSATION FOR EXCHANGE ACCESS SERVICE PURSUANT TO SECTION 251(C)(2)....8

APPENDIX ITR
(INTERCONNECTION TRUNKING REQUIREMENTS)

1. INTRODUCTION

1.1 This Appendix provides descriptions of the trunking requirements between WSP and AT&T-13STATE. The paragraphs herein describe the required and optional Interconnection Trunk Groups for local/intraLATA, IXC trunks, mass calling, 911/E911, Operator Services and Directory Assistance traffic.

1.2 AT&T-13STATE and WSP exchange traffic over their networks in connection with WSP's Authorized Services in accordance with the provisions of this Agreement. WSP shall deliver all Interconnection traffic destined to terminate on AT&T-13STATE's network through Interconnection Trunks obtained pursuant to this Agreement. This Agreement is not intended to allow for the exchange of Paging Traffic between the Parties' respective networks. If the Parties have Paging Traffic to exchange, a separate interconnection agreement must be negotiated to address that traffic.

2. TRUNKING DESCRIPTIONS

2.1 Type 1: Provides a one-way Trunk Side connection between an AT&T-13STATE end office and WSP's network. Type 1 Trunks will be used solely for the transmission and routing of Ancillary Services traffic.

2.2 Type 2A: Provides a Trunk Side connection between an AT&T-13STATE Tandem Switch and WSP's network. WSP to AT&T-13STATE traffic on such an Interconnection Trunk Group must be destined for an NPA-NXX residing in an AT&T-13STATE End Office Switch that homes on that AT&T-13STATE Tandem Switch. Type 2A Trunks can be one-way or two-way except in AT&T CONNECTICUT where Trunk groups must be ordered and provisioned as one-way.

2.3 Type 2A Local/Equal Access Combined Trunk Group: Provides a Trunk Side connection between WSP's network and an AT&T-7STATE Access Tandem. Local/Equal Access Trunk Groups carry interexchange access traffic and local traffic. This Trunk Group requires an interface utilizing equal access signaling.

2.4 Type 2A Equal Access Trunk Group: Provides a Trunk Side connection between WSP's network and an AT&T-13STATE Access Tandem. Equal Access Trunk Groups carry interexchange access traffic. This Trunk Group requires an interface utilizing equal access signaling.

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

2.5 Type 2B: Provides a Trunk Side connection between WSP's network and AT&T-12STATE End Office Switch providing the capability to access only subscribers served by that End Office Switch. Type 2B is a one-way mobile- to-land or land-to-mobile trunk group (and two-way, where available) and is available where facilities and equipment permit. Type 2B is not offered at DMS 10, Ericsson and 1AESS switches.

2.6 Type 2C: Provides a one-way terminating Trunk Side connection between WSP's MSC and AT&T-13STATE's 911 Tandem equipped to provide access to E911 services.

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

2.7.1 Directory Assistance and/or Operator Services traffic may be delivered through a dedicated Trunk Group to an AT&T-13STATE Operator Services switch.

3. TRUNK REQUIREMENTS

3.1 Trunk Groups dedicated to the exchange of Authorized Services will be established between the Parties switches. WSP to AT&T-13STATE traffic, on such Trunk Groups, that is exchanged pursuant to this Agreement must be restricted to NPA-NXXs residing in AT&T-13STATE End Office Switches.

3.2 Except as described below, only one trunk group shall be provisioned between any Telco switch and the WSP switch.

3.2.1 Multiple trunk groups may be provisioned between a Telco switch and the WSP switch, at the sole discretion of the Telco, and only with the following requirements. For Unique routing the WSP shall provide all required routing information including a separate and distinct CLLI code for each trunk group, and specific NPA/NXX routing directions. Duplicate trunk group serving the same function is not acceptable.

3.3 WSP shall trunk to all AT&T-13STATE Tandems in each LATA from each MSC where WSP desires to exchange local and intraLATA traffic or, in the event WSP has no MSC in the LATA, from WSP's designated POI(s) within the LATA.

3.4 AT&T-13STATE provided Type 1 interfaces will be as described above. Any non-Trunk Side Message Treatment (TSMT) form of Type 1 interface will be eliminated within ninety (90) Days of the Effective Date.

3.5 Direct End Office Trunking

3.5.1 The Parties shall establish a one-way mobile-to-land or land-to-mobile DEOT when actual or projected total end office traffic requires twenty-four (24) or more Trunks or when AT&T-13STATE's End Office Switch is not served by an AT&T-13STATE Tandem Switch in the local exchange area. If the DEOT is designed to overflow, the traffic will be alternate routed to the appropriate AT&T-13STATE Tandem. DEOT's established as direct finals will not overflow from either direction to any alternate route.

3.5.2 The Party's may establish or will migrate from one-way to two-way DEOT's when the two-way service becomes available in each AT&T-13STATE location.

3.5.3 Should WSP fail to comply with this Section 3.4, AT&T-13STATE reserves the right, at its sole discretion, to restrict provisioning of additional trunks at the Tandem.

3.6 High Volume Call In (HVCI) / Mass Calling (Choke) Trunk Group: AT&T-12STATE

3.6.1 A dedicated Trunk Group shall be required to the designated Public Response HVCI/Mass Calling Network Access Tandem in each serving area. This Trunk Group shall be one-way outgoing only and shall utilize MF signaling. As the HVCI/Mass Calling Trunk Group is designed to block all excessive attempts toward HVCI/Mass Calling NXXs, it is necessarily exempt from the one percent blocking standard described elsewhere for other final local Interconnection Trunk Groups. WSP will have administrative control for the purpose of issuing ASRs on this one-way Trunk Group. The Parties will not exchange live traffic until successful testing is completed by both Parties.

3.6.1.1 This Trunk Group shall be sized as follows:

Number of End Users	*Number of Mass Calling Trunks*
0 – 10,000	*2*
10,001 – 20,000	*3*
20,001 – 30,000	*4*
30,001 – 40,000	*5*
40,001 – 50,000	*6*
50,001 – 60,000	*7*
60,001 – 75,000	*8*
75,000 +	*9 maximum*

3.6.2 If WSP should acquire a HVCI/Mass Calling End User (*e.g.*, a radio station), WSP shall notify AT&T-12STATE at least sixty (60) Days in advance of the need to establish a one-way outgoing SS7 or MF Trunk Group from the AT&T-12STATE HVCI/Mass Calling Serving Office to the WSP End User's serving office. WSP will have administrative control for the purpose of issuing ASRs on this one-way Trunk Group.

3.6.2.1 If WSP finds it necessary to issue a new choke telephone number to a new or existing HVCI/Mass Calling End User, the WSP may request a meeting to coordinate with AT&T-12STATE the assignment of HVCI/Mass Calling telephone number from the existing choke NXX. In the event that the WSP establishes a new choke NXX, WSP must notify AT&T-12STATE a minimum of ninety (90) Days prior to deployment of the new HVCI/Mass Calling NXX. AT&T-12STATE will perform the necessary translations in its end offices and Tandem(s) and issue ASR's to establish a one-way outgoing SS7 or MF trunk group from the AT&T-12STATE Public Response HVCI/Mass Calling Network Access Tandem to the WSP's choke serving office.

3.6.3 In AT&T CONNECTICUT, where HVCI/Mass Calling NXXs have not been established, the Parties agree to utilize "call gapping" as the method to control high volumes of calls, where technically feasible in the originating switch, to specific high volume End Users or in situations such as those described in Section 28, "Network Maintenance and Management" of the General Terms and Conditions.

3.7 911/E911

3.7.1 See Appendix Wireless Emergency Number Services Access (E911) for trunk requirements.

4. TRUNK FORECASTING

4.1 WSP agrees to provide Trunk forecasts to assist in the planning and provisioning of Interconnection Trunk Groups and Facilities.

4.2 WSP will provide a Trunk forecast prior to initial implementation, and subsequent forecasts will be provided to AT&T-13STATE upon request, as often as twice a year. The forecast shall include yearly forecasted Trunk quantities (which include measurements that reflect actual Tandem local Interconnection and InterLATA Trunks, end office local Interconnection Trunks, and Tandem subtending local Interconnection end office equivalent Trunk requirements) for a minimum of three (current plus 2 future) years.

4.3 Revised Trunk forecasts will be provided by WSP whenever there are significant increases or decreases in trunking demand than reflected in previously submitted forecasts.

4.4 Trunk forecasts shall include yearly forecasted Trunk quantities by Tandem and subtending end offices. Identification of each Trunk will be by the "from" and "to" Common Language Location Identifiers (CLLI), as described in Telcordia Technologies documents BR 795-100-100 and BR 795-400-100.

4.5 The Parties agree to meet to review each submitted forecast.

5. TRUNK PROVISIONING

5.1 WSP will be responsible for ordering all Interconnection Trunk Groups.

5.2 Orders from WSP to AT&T-13STATE to establish, add, change, or disconnect Trunks shall be submitted using AT&T-13STATE's applicable ordering system. Two-way Trunk Groups may only be used for the delivery of traffic in both directions.

5.3 Orders that comprise a major project that directly impacts the other Party will be jointly planned and coordinated. Major projects are those that require the coordination and execution of multiple orders, or related activities between and among AT&T-13STATE and WSP work groups, including but not limited to the initial establishment of Trunk Groups in an area, designated NPA-NXX relocations, re-homes, facility grooming or major network rearrangements.

5.4 Due dates for the installation of Trunk Groups covered by this Appendix shall be based on each of the AT&T-13STATE's intrastate switched access intervals.

5.5 Trunk Servicing

5.5.1 The Parties will jointly manage the capacity of Trunk Groups. A Trunk Group Service Request (TGSR) will be sent by AT&T-13STATE to notify the WSP to establish or make modifications to existing Trunk Groups. WSP will issue an ASR to AT&T-13STATE's Wireless Access Service Center, to begin the provisioning process:

5.5.1.1 Within ten (10) Business Days after receipt of the TGSR or other notification; or

5.5.1.2 At any time as a result of WSP's own capacity management assessment.

5.5.2 Upon review of the TGSR, if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion to take place and conclude within twenty (20) Business Days of WSP's receipt of the TGSR. At the joint planning discussion, the Parties will resolve and mutually agree to the disposition of the TGSR.

5.5.3 If AT&T-13STATE does not receive an ASR, or if the WSP does not respond to the TGSR by scheduling a joint discussion within the twenty (20) Business Day period, AT&T-13STATE will attempt to contact WSP to schedule a joint planning discussion. If WSP will not agree to meet within an additional five (5) Business Days and present adequate reason for keeping Trunks operational, AT&T-13STATE will issue an ASR to resize the Interconnection Trunks and Facilities.

5.6 Trunk servicing responsibilities for Operator Services trunks used for stand-alone Operator Service or Directory Assistance are the sole responsibility of the WSP.

5.7 Utilization

5.7.1 Underutilization of Trunks exists when provisioned capacity is greater than the current need. This over provisioning is an inefficient deployment and use of network resources and results in unnecessary costs. Those situations where more capacity exists than actual usage requires will be handled in the following manner:

5.7.1.1 If a Trunk group is under seventy-five percent (75%) of busy hour centum call seconds (ccs) capacity on a monthly average basis for each month of any consecutive three (3) month-period, either Party may request to have the Trunk Group resized, the Trunk Group shall not be left with more than twenty-five percent (25%) excess capacity. Neither Party will unreasonably refuse a request to resize the Trunk Group. In all cases, grade of service objectives shall be maintained.

5.7.1.2 If an alternate final Trunk Group is at seventy-five percent (75%) utilization or greater, a TGSR may be sent to the WSP for the final and all subtending high usage Trunk Groups that are contributing a DS1 or greater amount of overflow to the final route.

5.8 Design Blocking Criteria

5.8.1 Trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 1. Trunk requirements shall be based upon time consistent average busy season busy hour twenty (20) Day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (use Medium day-to-day Variation and 1.0 Peakedness factor until actual traffic data is available) for all final Trunk Groups.

TABLE 1

Trunk Group Type	Design Blocking Objective
Type 2A	1%
Type 2A Equal Access (IXC)	0.5%
Type 2B (Final)	2%
Type 2C (911)	1%

Type 2D (Operator Services (DA/DACC))	1%
Type 1 (Operator Services (0+, 0-))	1%

5.8.2 When Trunks exceed measured blocking thresholds on an average time consistent busy hour for a twenty (20) Business Day study period, the Parties shall cooperate to increase the Trunks to the above blocking criteria in a timely manner. The Parties agree that twenty (20) Business Days is the study period duration objective.

6. ROUTING & RATING

6.1 Each NPA-NXX must have a single Rating Point and that Rating Point must be associated with a AT&T-13STATE End Office Switch or other end office switches sub-tending the AT&T-13STATE Tandem Switch where a Type 2A Trunk Group is located or the End Office Switch where a Type 2B or Type 1 Trunk Group is located; provided however, that the Rating Point may be designated anywhere in the LATA when the Commission so rules in a proceeding binding AT&T-13STATE. The Rating Point does not have to be the same as the Routing Point.

6.2 All terminating traffic delivered by WSP to a Tandem Switch destined for publicly dialable NPA-NXXs that do not home on that Tandem Switch is misrouted. AT&T-13STATE shall provide notice to WSP pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, WSP shall be given thirty (30) Days to cure such misrouting or such traffic may be blocked.

6.3 The Parties shall deliver all traffic destined for the other Party's network in accordance with the serving arrangements defined in the LERG.

6.4 For Type 2 Trunk Groups (*i.e.*, Type 2A and Type 2B), WSP will obtain its own NXX codes from the administrator and will be responsible for: (a) LERG administration, including updates, and (b) all Code opening information necessary for routing traffic on these Trunk Groups.

6.5 AT&T-13STATE will not route traffic to WSP via a Third Party tandem. WSP shall not route traffic to AT&T-13STATE via a Third Party tandem.

6.6 If either Party originates Section 251(b)(5) Calls traffic destined for termination to the other Party, but delivers that traffic to the other Party using the Facilities of a Third Party Telecommunications Carrier, the terminating Party shall be entitled to charge transport and termination rates as set forth in Appendix-Pricing (Wireless) to the originating Party. Any charges imposed by the Third Party Telecommunications Carrier are the responsibility of the originating Party. Notwithstanding any other provision in this Agreement, neither Party is responsible for payment of such transport and termination rates for traffic destined to the other Party when the calling party is the end user of an IXC and not the End User of a Party for the call, or when an IXC delivers traffic directly to the network of the terminating Party and such IXC is subject to terminating access charges imposed by the terminating Party.

6.7 WSP shall not route over the Interconnection Trunks provided pursuant to this Agreement terminating traffic it receives from or through an IXC that is destined for AT&T-13STATE's End Office Switches.

6.8 WSP shall not deliver traffic to AT&T-13STATE under this Agreement from a non-CMRS Telecommunications Carrier.

6.9 All traffic received by AT&T-13STATE at an End Office Switch from the WSP must terminate to that end office. End Offices Switches do not perform Tandem-switching functions.

7. TRUNK DATA EXCHANGE

7.1 A Trunk Group utilization report (TIKI) is available upon request. The report is provided in MS-Excel format.

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

8.1 This Section 8 provides the terms and conditions for the exchange of traffic between WSP's End Users and AT&T-13STATE's End Users for the transmission and routing of and compensation for switched access traffic.

8.2 IXC Traffic

8.2.1 All traffic between WSP and the AT&T-13STATE Access Tandem or combined local/Access Tandem destined to be routed to, or that has been routed from, an interexchange carrier ("IXC") connected with such AT&T-13STATE Access Tandem or combined local/Access Tandem shall be transported over an Equal Access Trunk Group. This arrangement requires a separate Trunk Group employing a Type 2 interface when AT&T-13STATE is not able to record WSP-originated traffic to an IXC. WSP will also provide to AT&T-13STATE, using industry standard data record formats, recordings of all calls (both completed calls and attempts) to IXCs from WSP's network using Trunks employing a Type 2A interface. This Equal Access Trunk Group will be established for the transmission and routing of all traffic between WSP's End Users and IXCs via an AT&T-13STATE Access Tandem or combined local/Access Tandem. Carrier is solely financially responsible for the facilities, termination, muxing, trunk ports and any other equipment used to provide such Equal Access Trunk Groups.

8.3 Traffic Subject to Access Charges

8.3.1 Terminating Switched Access Traffic and InterMTA Traffic (including IntraLATA InterMTA traffic)

8.3.1.1 All Terminating Switched Access Traffic is subject to the rates, terms and conditions set forth in AT&T-13STATE's Federal and/or State Access Service tariffs and payable to AT&T-13STATE. Terminating Switched Access Traffic must be routed over Switched Access trunks and facilities purchased from AT&T-13STATE's Federal and/or State Access Service tariffs.

8.3.2 WSP shall not send any Switched Access or Terminating InterMTA (including IntraLATA InterMTA) traffic over the Local Interconnection trunks or Local Interconnection Equal Access trunks. WSP shalll utilize FG-D trunks for the routing of all Switched Access and Terminating InterMTA (including Terminating IntraLATA InterMTA) traffic. If AT&T 13-STATE determines that WSP sent any Switched Access or Terminating InterMTA (including IntraLATA InterMTA) traffic over the Local Interconnection or Equal Access Interconnection trunk groups, AT&T 13-STATE will bill, and WSP will pay, the Terminating IntraLATA InterMTA MOU traffic rate as stated in Appendix Pricing - Wireless for 25% of the Mobile to Land minutes of use carried across the Local Interconnection or Local Interconnection Equal Access trunks for such traffic.

8.3.3 Audits: On thirty (30) days written notice, WSP must provide AT&T 13 State the ability and opportunity to conduct an audit of the Local Interconnection and Local Interconnection Equal Access trunks to ensure that they are not being utilized for transmitting Switched Access or Terminating InterMTA (including IntraLATA InterMTA) traffic. WSP shall retain records of call detail for the Local Interconnection and Local Interconnection Equal Access trunks for a minimum of nine months from which AT&T 13 State can determine whether Switched Access or Terminating InterMTA (including IntraLATA InterMTA) traffic was sent over these trunks. The audit shall be conducted during normal business hours at an office designated by WSP. Audit requests shall not be submitted more frequently than two (2) times per calendar year. AT&T 13 State shall use commercially reasonable efforts to complete audits in as timely a manner as possible. Audits shall be performed by a mutually acceptable independent auditor paid for by AT&T 13 State, however, in the event the Audit determines that WSP sent Terminating InterMTA traffic over the Local Interconnection and Local Interconnection Equal Access trunks then WSP shall pay for the Audit.

8.3.4 Originating Landline to CMRS Switched Access Traffic

8.3.4.1 This traffic is routed over the Local Interconnection trunks.

8.3.4.2 For the purpose of compensation between AT&T-13STATE and WSP under this Section, Originating Landline to CMRS Switched Access Traffic is subject to the Originating Landline to CMRS Switched Access Traffic rates stated in Appendix Pricing – Wireless. AT&T-13STATE is authorized to charge and WSP shall pay the rates stated in Appendix Pricing – Wireless on a per MOU basis for all Originating Landline to CMRS Switched Access Traffic from AT&T-13STATE End User. WSP shall not charge and AT&T-13STATE shall not pay reciprocal compensation for Originating Landline to CMRS Switched Access Traffic.

8.3.4.3 An Originating Landline to CMRS Switched Access traffic percentage will be developed from the Parties' records based on the V & H coordinates of the Cell Site to which the WSP's End User's mobile unit is connected at the beginning of the call. These records will be obtained from the WSP's databases. The percentage will be based on the following formula:

Telco originated MOU delivered by Telco to WSP's network that terminate InterMTA divided by all Telco originated MOU delivered by AT&T-13STATE to WSP's network.

Within thirty (30) Days of the execution of this Agreement, the Parties may retain a mutually acceptable Third Party who shall be allowed to conduct an audit of the Parties' records (to obtain and verify the data necessary for this formula) to be completed within sixty- (60) Days of execution of this Agreement. The Parties shall share the costs of the Third Party audit equally. The Originating Landline to CMRS Switched Access percentage shall remain in effect for the initial term of the Agreement. A new audit to determine the percentage of Originating Landline to CMRS Switched Access traffic shall occur no more frequently than once every twenty-four (24) months. As of the Effective Date of this Agreement, and until such time as the percentage is developed, an interim percentage of 3% will be used.

The percentage shall be applied to the total minutes originated by AT&T-13STATE's End Users delivered to WSP's network over WSP's Local Interconnection trunks.

8.4 Both Parties agree to abide by the resolution for OBF Issue 2308- Recording and Signaling Changes Required to Support Billing.

APPENDIX
CELLULAR/PCS
EMERGENCY SERVICE ACCESS (E9-1-1)

TABLE OF CONTENTS

INTRODUCTION....1
DEFINITIONS....2
AT&T-13STATE RESPONSIBILITIES....3
CARRIER RESPONSIBILITIES....4
RESPONSIBILITIES OF BOTH PARTIES....5
METHODS AND PRACTICES....6
CONTINGENCY....7
BASIS OF COMPENSATION....8
LIABILITY....9
MUTUALITY....10
E9-1-1 PRICING EXHIBIT

CELLULAR/PCS EMERGENCY SERVICE ACCESS (E9-1-1)

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for 911 Service Access provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) to Wireless Carriers for access to the applicable AT&T-owned ILEC's 911 and E911 Databases, and interconnection to an AT&T-owned ILEC's 911 Selective Router for the purpose of Call Routing of 911 calls completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act.

1.2 Wireless E911 Service Access is a service which enables Carrier's use of AT&T-13STATE 911 network service elements which AT&T-13STATE uses in the provision of E911 Universal Emergency Number/ 911 Telecommunications Services, where AT&T-13STATE is the 911 service provider. E911 Authority purchases Universal Emergency Number/911 Telecommunications Service from AT&T-13STATE. Wireless E911 Service Access makes available to Carrier only the service configuration purchased by the E911 Authority from AT&T-13STATE. AT&T-13STATE shall provide Wireless E911 Service Access to Carrier as described in this Appendix, in each area in which (i) Carrier is authorized to provide CMRS and (ii) AT&T-13STATE is the 911 service provider. The Federal Communications Commission has, in FCC Docket 94-102, ordered that providers of CMRS make available to their end users certain E9-1-1 services, and has established clear and certain deadlines and by which said service must be available. Wireless E911 Service Access is compatible with Carrier's Phase I and Phase II E911 obligations.

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

1.4 AT&T-2STATE - As used herein, AT&T-2STATE means AT&T CALIFORNIA and AT&T NEVADA, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.

1.5 AT&T-13STATE - As used herein, AT&T-13STATE means AT&T SOUTHWEST REGION 5-STATE, AT&T SOUTHWEST REGION 5-STATE, AT&T-2STATE and AT&T CONNECTICUT the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

1.6 AT&T CALIFORNIA – As used herein, AT&T CALIFORNIA means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T-owned ILEC doing business in California.

1.7 AT&T CONNECTICUT - As used herein, AT&T CONNECTICUT means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable above listed ILEC doing business in Connecticut.

1.8 AT&T MIDWEST REGION 5-STATE - As used herein, AT&T SOUTHWEST REGION 5-STATE means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.

1.9 AT&T NEVADA - As used herein, AT&T NEVADA means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T-owned ILEC doing business in Nevada.

1.10 AT&T SOUTHWEST REGION 5-STATE - As used herein, AT&T SOUTHWEST REGION 5-STATE means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma

and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

1.11 The prices at which AT&T-13STATE agrees to provide Carrier with E911 Service Access is contained in the applicable Appendix Pricing and/or the applicable State Access Services tariff where stated.

2. DEFINITIONS

2.1 "911 System" means the set of network, database and customer premise equipment (CPE) components required to provide 911 service.

2.2 "911 Call(s)" means a call made by an Carrier's Wireless End User by dialing "911" (and, as necessary, pressing the "Send" or analogous transmitting button) on a Wireless Handset.

2.3 "Alternate PSAP" means a Public Safety Answering Point (PSAP) designated to receive calls when the primary PSAP is unable to do so.

2.4 "Automatic Location Identification" or "ALI" means the necessary location data stored in the 911 Selective Routing/ALI Database, which is sufficient to identify the tower and/or face from which a wireless call originates.

2.5 "Automatic Location Identification Database" or "ALI Database" means the emergency service (E911) database containing caller information. Caller information may include, but is not limited to, the carrier name, Call Back Number, and Cell Site/Sector Information.

2.6 "Automatic Number Identification" or "ANI" means a signaling parameter that refers to the number transmitted through a network identifying a pANI. With respect to 911 and E911, "ANI" means a feature by which the pANI is automatically forwarded to the 911 Selective Routing Switch and to the PSAP's Customer Premise Equipment (CPE) for display.

2.7 "Call Back Number" means the Mobile Identification Number (MIN) or Mobile Directory Number (MDN), whichever is applicable, of a Carrier's Wireless End User who has made a 911 Call, which may be used by the PSAP to call back the Carrier's Wireless End User if a 911 Call is disconnected, to the extent that it is a valid, dialable number.

2.8 "Call Path Associated Signaling" or "CAS" means a wireless 9-1-1 solution set that utilizes the voice transmission path to also deliver the Mobile Directory Number (MDN) and the caller's location to the PSAP.

2.9 "Centralized Automatic Message Accounting (CAMA) Trunk" means a trunk that uses Multi-Frequency (MF) signaling to transmit calls from the Carrier's switch to an AT&T-13STATE E911 Selective Router.

2.10 "Cell Sector" means a geographic area defined by Carrier (according to Carrier's own radio frequency coverage data), and consisting of a certain portion or all of the total coverage area of a Cell Site.

2.11 "Cell Sector Identifier" means the unique alpha or alpha-numeric designation given to a Cell Sector that identifies that Cell Sector.

2.12 "Cell Site/Sector Information" means information that indicates to the receiver of the information the Cell Site location receiving a 911 Call made by a Carrier's Wireless End User, and which may also include additional information regarding a Cell Sector.

2.13 "Common Channel Signaling/Signaling System 7 Trunk" or "CCS/SS7 Trunk or SS7 Signaling" means a trunk that uses Integrated Services Digital Network User Part (ISUP) signaling to transmit ANI from Carrier's switch to an AT&T-13STATE 911 Selective Routing Tandem.

2.14 "Company Identifier" or "Company ID" means a three to five (3 to 5) character identifier chosen by the Carrier that distinguishes the entity providing dial tone to the End User. The Company ID is maintained by NENA in a nationally accessible database.

2.15 "Database Management System" or "DBMS" means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or ALI for 911 systems.

2.16 "Designated PSAP" means the PSAP designated to receive a 911 Call based upon the geographic location of the Cell Site. A "Default PSAP" is the PSAP designated to receive a 911 Call in the event the Selective Router is unable to determine the Designated PSAP. The "Alternate PSAP" is the PSAP that may receive a 911 Call in the event the Designated PSAP is unable to receive the 911 call.

2.17 "E911 Authority" means a municipality or other State or Local government unit, or an authorized agent of one or more municipalities or other State or Local government units to whom authority has been lawfully as the administrative entity to manage a public emergency telephone system for emergency police, fire, and emergency medical services through the use of one telephone number, 911.

2.18 "E911 Service" means the functionality to route wireless 911 calls and the associated caller and/or location data of the wireless end user to the appropriate Public Safety Answering Point.

2.19 "E911 Trunk" means one-way terminating circuits which provide a trunk-side connection between Carrier's MSC and AT&T-13STATE 911 Tandem equipped to provide access to 911 services as technically defined in Telcordia Technical Reference GR145-CORE.

2.20 "E911 Universal Emergency Number Service" (also referred to as "Expanded 911 Service" or "Enhanced 911 Service") or "E911 Service" means a telephone exchange communications service whereby a PSAP answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunks and includes ANI, ALI, and/or Selective Routing (SR).

2.21 "Emergency Services" means police, fire, ambulance, rescue, and medical services.

2.22 "Emergency Service Routing Digits" or "ESRD" is a digit string that uniquely identifies a base station, Cell Site, or sector that may be used to route emergency calls through the network in other than an NCAS environment.

2.23 "Emergency Service Routing Key" or "ESRK" is a 10 digit routable, but not necessarily dialable, number that is used not only for routing but also as a correlator, or key, for the mating of data that is provided to the PSAP (a.k.a. 911 Center) by different paths, such as via the voice path and ALI data path in an NCAS environment.

2.24 "Hybrid CAS" means a wireless 9-1-1 solution set that utilizes one transmission path to deliver the voice and Mobile Directory Number (MDN) to the PSAP and a separate transmission path to deliver the callers location information to the PSAP.

2.25 "Meet Point" means the demarcation between the AT&T-13STATE network and the Carrier network.

2.26 "Mobile Directory Number" or "MDN" means a 10-digit dialable directory number used to call a Wireless Handset.

2.27 "Mobile Identification Number" or "MIN" means a 10-digit number assigned to and stored in a Wireless Handset.

2.28 "National Emergency Number Association" or "NENA" means the not-for-profit corporation established in 1982 to further the goal of "One Nation-One Number". NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.

2.29 "Non-Call path Associated Signaling" or "NCAS" means a wireless 9-1-1 solution set that utilizes one transmission path to deliver the voice and a separate transmission path to deliver the Mobile Directory Number and the caller's location to the PSAP.

2.30 "Phase I" - as defined in CC Docket 94-102. Phase I data includes the Call Back Number and the associated 911 ALI.

2.31 "Phase II" - as defined in CC Docket 94-102. Phase II data includes XY coordinates, confidence factor and certainty

2.32 "Public Safety Answering Point" or "PSAP" means an answering location for 911 calls originating in a given area. The E911 Authority may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.

2.33 "Pseudo Automatic Number Identification (pANI)" is a 10-digit telephone number used to support routing of wireless 911 calls. It is used to identify the Cell Site and/or cell sector from which the call originates, and is used to link the ALI record with the caller's MDN.

2.34 "Selective Routing" or "SR" means an E911 feature that routes an E911 call from a 911 Selective Routing Switch to the Designated or Primary PSAP based upon the pANI associated with the originating Cell Site and/or Cell Sector.

2.35 "Service Provider" means an entity that provides one or more of the following 911 elements; network, database, or CPE.

2.36 "Shell Record" means a partial ALI record which requires a dynamic update of the ESRK, Call Back Number, Cell Site and Sector Information for a Phase I deployment, and XY location data for a Phase II deployment. The dynamic update requires input from the wireless carrier's network prior to updating the ALI record and forwarding to the appropriate PSAP.

2.37 "Wireless Handset" means the wireless equipment used by a wireless end user to originate wireless calls or to receive wireless calls.

3. AT&T-13STATE RESPONSIBILITIES

3.1 AT&T-13STATE shall provide and maintain such equipment at the E911 SR and the DBMS as is necessary to perform the E911 Services set forth herein when AT&T-13STATE is the 911 service provider. AT&T-13STATE shall provide 911 Service to Carrier in areas where Carrier is licensed to provide service and AT&T-13STATE provides the 911 System component. In such situations, AT&T-13STATE shall provide Carrier access to the AT&T-13STATE 911 System as described in this section.

3.2 Call Routing

3.2.1 AT&T-13STATE will route 911 calls from the AT&T 13-STATE SR to the designated Primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP. Alternate PSAPs not subscribing to the appropriate wireless service shall not receive all features associated with the primary wireless PSAP.

3.2.2 When routing a 911 call and where AT&T-13STATE is the ALI Database Provider, in a Phase I application, AT&T-13STATE will forward the Phase I data as provided by the Carrier and in a Phase II application, AT&T-13STATE will forward the Phase I and Phase II data as provided by the Carrier.

3.3 Facilities and Trunking

3.3.1 AT&T-13STATE shall provide and maintain sufficient dedicated E911 trunks from AT&T-13STATE's SR's to the PSAP of the E911 Customer, according to provisions of the applicable State Commission approved tariff and documented specifications of the E911 Authority.

3.3.2 After receiving Carrier's order, AT&T-13STATE will provide, and Carrier agrees to pay for, transport facilities required for 911 trunk termination. Except as provided in Section 8.1, transport facilities shall be governed by the applicable AT&T-13STATE Access Services tariff. Additionally, when

Carrier requests diverse facilities, AT&T-13STATE will provide such diversity where technically feasible, at standard tariff rates.

3.3.3 AT&T-13STATE and Carrier will cooperate to promptly test all trunks and facilities between Carrier's network and the AT&T-13STATE SR(s).

3.3.4 AT&T-13STATE will be responsible for the coordination and restoration of all 911 network maintenance problems to Carrier's facility Meet Point.

3.4 Database

3.4.1 Where AT&T-13STATE manages the 911 and E911 Databases and Carrier deploys a CAS or Hybrid-CAS Solution utilizing AT&T-13STATE E911 DBMS:

3.4.1.1 AT&T-13STATE shall store the Carriers ALI records in the electronic data processing database for the E911 DBMS.

3.4.1.2 AT&T-13STATE shall coordinate access to the AT&T-13STATE E911 DBMS for the initial loading and updating of Carrier ALI records.

3.4.1.3 AT&T-13STATE's ALI database shall accept electronically transmitted files that are based upon NENA standards.

3.4.2 Where AT&T-13STATE manages the 911 and E911 Databases, and Carrier deploys an NCAS solution:

3.4.2.1 Carriers designated third-party provider shall perform the above database functions.

3.4.2.2 AT&T-13STATE will provide a copy of the static MSAG received from the appropriate E911 Authority, to be utilized for the development of Shell ALI Records.

4. CARRIER RESPONSIBILITIES

4.1 Call Routing

4.1.1 Where AT&T-13STATE is the 911 System Service Provider, Carrier will route 911 calls from Carrier's MSC to the AT&T-13STATE SR office of the 911 system.

4.1.2 Depending upon the network service configuration, Carrier will forward the ESRD and the MDN of the party calling 911 or the ESRK associated with the specific Cell Site and sector to the AT&T-13STATE 911 SR.

4.2 Facilities and Trunking

4.2.1 Where specified by the E911 Authority, Carrier shall provide or order from AT&T-13STATE, transport and trunk termination to each AT&T-13STATE 911 SR that serves the areas in which Carrier is licensed to and will provide CMRS service.

4.2.2 Carrier shall maintain facility transport capacity sufficient to route 911 traffic over trunks dedicated for 911 interconnection between the Carrier's MSC and the AT&T-13STATE SR

4.2.3 Carrier is responsible for determining the proper quantity of trunks and transport facilities from Carrier's MSC to interconnect with the AT&T-13STATE 911 SR.

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

4.2.5 Carrier shall provide a minimum of two (2) one-way outgoing trunk(s) dedicated for originating 911 Emergency Service calls from the Carrier's MSC to each AT&T-13STATE 911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable PSAP, the Parties agree to implement CCS/SS7 trunks rather than CAMA (MF) trunks.

4.2.6 Carrier is responsible for appropriate diverse facilities if required by applicable State Commission rules and regulations or if required by other governmental, municipal, or regulatory authority with jurisdiction over 911 services.

4.2.7 Carrier shall engineer its 911 trunks to maintain a minimum P.01 grade of service as specified by NENA standards.

4.2.8 In order to implement Phase II E911 Service, Carrier is responsible for ordering a 56K or 64K frame relay or fractional T-1 circuit ("Data Circuit") from Carrier's MSC to the appropriate AT&T-13STATE ALI server where AT&T-13STATE is the designated ALI Database Provider. Such Data Circuit may be ordered from AT&T-13STATE affiliate or vendor of Carrier's choice.

4.2.9 Carrier shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If Carrier's traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, Carrier shall request additional circuits from AT&T-13STATE.

4.2.10 Carrier will cooperate with AT&T-13STATE to promptly test all 911 trunks and facilities between Carrier's network and the AT&T-13STATE 911 Selective Router(s) to assure proper functioning of 911 service. Carrier agrees that it will not pass live 911 traffic until both parties complete successful testing.

4.2.11 Carrier is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to Carrier's facility Meet Point. Carrier is responsible for advising AT&T-13STATE of the circuit identification and the fact that the circuit is a 911 circuit when notifying AT&T-13STATE of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. AT&T-13STATE will refer network trouble to Carrier if no defect is found in AT&T-13STATE's 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

4.3 Database

4.3.1 Where AT&T-13STATE is the 911 System Service Provider, and Carrier deploys a CAS or Hybrid CAS Solution utilizing AT&T-13STATE 911 DBMS:

4.3.1.1 Carrier or its representatives shall be responsible for providing Carrier's ALI Records to AT&T-13STATE, for inclusion in AT&T-13STATE's DBMS on a timely basis, once E911 trunking has been established and tested between Carrier's MSC and all appropriate SRs.

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

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

4.3.1.4 Carrier is responsible for providing updates to AT&T-13STATE 911 DBMS; in addition, Carrier is responsible for correcting any errors that may occur during the entry of their data as reflected on the status and error report.

4.3.2 Where AT&T-13STATE is the 911 System Service Provider, and Carrier deploys an NCAS solution:

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

4.3.2.2 Carrier's designated third party shall be responsible for ensuring Carrier's Shell Records for ALI are submitted to AT&T-13STATE, for inclusion in AT&T-13STATE's 911 DBMS, on a timely basis, once E911 trunking has been established and tested between Carrier's MSC and all appropriate SRs.

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

4.4 Other

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

4.4.2 In the event that there is a valid E911 Phase II PSAP request, Carrier shall notify AT&T-13STATE Industry Markets 911 Account Manager at least five (5) months prior to Carrier's proposed Phase II implementation state.

5. RESPONSIBILITIES OF BOTH PARTIES

5.1 Jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from the Carrier's MSC to the designated AT&T-13STATE 911 Selective Router(s).

6. METHODS AND PRACTICES

6.1 With respect to all matters covered by this Appendix, each Party will comply with all of the following to the extent that they apply to E911 Service: (i) all FCC and applicable State Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, (iii) the terms and conditions of AT&T-13STATE's applicable Commission ordered tariff(s) and (iv) the principles expressed in the recommended standards published by NENA.

7. CONTINGENCY

7.1 The terms and conditions of this Appendix represent a negotiated plan for providing access to 911 and E911 Databases, and interconnection to an AT&T–owned ILEC 911 Selective Router for the purpose of Call Routing of 911 calls completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act.

7.2 The Parties agree that the E911 Service is provided for the use of the E911 Authority, and recognize the authority of the E911 Authority to establish service specifications and grant final approval (or denial) of service configurations offered by AT&T-13STATE and Carrier.

8. BASIS OF COMPENSATION

8.1 Carrier shall compensate AT&T-13STATE for the elements described in the Pricing Exhibit at the rates set forth in the Pricing Exhibit on a going forward basis. There shall be no true up or price adjustments for process charged for wireless 911 implementations accomplished via prior agreement or tariff prior tothe effective date of this Appendix. The prices shall be considered interim in the States of Arkansas, Connecticut, Indiana, Kansas, Michigan, Missouri, Nevada, Oklahoma, and Texas until a tariff in the State in question has become effective for such elements. In addition, the Parties acknowledge that the interim rates set forth in the Appendix are based on the pricing methodology set forth in the *Letter from Thomas J. Sugrue, Chief Wireless Telecommunications Bureau, FCC to Marlys R. Davis, E-911 Program Manager, King County E-911 Program Office, dated May 7, 2001 ("King County Letter"* and affirmed in *The Order on Reconsideration In the matter of Revision of the Commission's Rules To Ensure Compatibility with Enhanced 911 Emergency Calling Systems Request of King County, Washington* (FCC 02-146). In the event that the final pricing methodology that is adopted in a particular State differs from the *King County Letter* methodology, the Parties agree to true up or true down the rates charged and amounts paid back to September 1, 2002. Except as set forth above, in the event AT&T-13STATE files a new or revised tariff after the effective date of this Appendix ("New Tariff") containing rates for one or more of the elements described in the Pricing Exhibit that vary from rates contained in a prior approved tariff or the rates specified in the Pricing Exhibit, or if such New Tariff contains additional or different elements, when the rates or

elements in the New Tariff become effective, such rates or elements shall apply to the corresponding elements on a going forward basis from the date the rates in the New Tariff become effective. Finally, the failure of the Pricing Exhibit to list charges for the Data Circuit does not negate any such charges for the Data Circuit, should Carrier elect to purchase such circuit from an AT&T-13STATE affiliate.

8.2 Charges for E911 Service shall begin once the trunks and facilities are installed and successfully tested between Carrier's network and AT&T-13STATE SR(s).

9. LIABILITY

9.1 AT&T-13STATE's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Appendix. AT&T-13STATE shall not be liable to Carrier, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after AT&T-13STATE has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from Carrier until service is restored.

9.2 Carrier's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Appendix. In the event Carrier provides E911 Service to AT&T-13STATE, Carrier shall not be liable to AT&T-13STATE, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after Carrier has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from AT&T-13STATE until service is restored.

9.3 Carrier agrees to release, indemnify, defend and hold harmless AT&T-13STATE from any and all Loss arising out of AT&T-13STATE's provision of E911 Service hereunder or out of Carrier's End Users' use of the E911 Service, whether suffered, made, instituted or asserted by Carrier, its End Users, or by any other parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by Carrier, its End Users or others, unless the act or omission proximately causing the Loss constitutes gross negligence, recklessness or intentional misconduct of AT&T-13STATE.

9.4 Carrier also agrees to release, indemnify, defend and hold harmless AT&T-13STATE from any and all Loss involving an allegation of the infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the E911 Service features and the equipment associated therewith, including by not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing E911 Service provided hereunder, unless the act or omission proximately causing the Loss constitutes the gross negligence, recklessness or intentional misconduct of AT&T-13STATE.

10. MUTUALITY

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

PRICING EXHIBIT

1. AT&T-2STATE CELLULAR/PCS E9-1-1:

1.1 CALIFORNIA

Trunk Charge per Trunk:

Monthly	$ 26.00
Non-Recurring	$ 741.00

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

1.2 AT&T NEVADA

Trunk Charge Per Trunk:

Monthly Recurring:	$ 8.00
Non-Recurring	$ 175.07

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

2. AT&T MIDWEST REGION 5-STATE CELLULAR/PCS E9-1-1:

2.1 ILLINOIS

Trunk Charge per Trunk:

Monthly	$ 19.99
Non-Recurring	$ 610.45

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

2.2 INDIANA

Trunk Charge per Trunk:

Monthly	$ 26.64
Non-Recurring	$ 770.97

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

2.3 MICHIGAN

Trunk Charge per Trunk:

Monthly	$ 19.81
Non-Recurring	$ 496.18

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

2.4 OHIO

Trunk Charge per Trunk:

Monthly	$ 28.72
Non-Recurring	$ 436.62

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

2.5 WISCONSIN

Trunk Charge per Trunk:

Monthly	$ 26.29
Non-Recurring	$ 737.59

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

3. AT&T SOUTHWEST REGION 5-STATE CELLULAR E9-1-1:

3.1 ARKANSAS

Trunk Charge per Trunk:

Monthly	$ 22.86
Non-Recurring	$ 312.00

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

3.2 KANSAS

Trunk Charge per Trunk:

Monthly	$ 22.86
Non-Recurring	$ 312.00

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

3.3 MISSOURI

Trunk Charge per Trunk:

Monthly	$ 58.00
Non-Recurring	$ 170.00

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

3.4 OKLAHOMA

Trunk Charge per Trunk:

Monthly	$ 33.22
Non-Recurring	$ 110.00

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

3.5 TEXAS

Trunk Charge per Trunk:

Monthly	$ 39.00
Non-Recurring	$ 165.00

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

4. AT&T CONNECTICUT CELLULAR/PCS E9-1-1:

Trunk Charge per Trunk:

Monthly	$ 14.39
Non-Recurring	$ 0.00

Facility rates can be found in the State Special Access Tariff

APPENDIX WIRELESS NUMBER PORTABILITY

TABLE OF CONTENTS

INTRODUCTION.....1
LOCAL NUMBER PORTABILITY (LNP).....2
LNP QUERY SERVICE 3
COORDINATED HOT CUTS (CHC).....4
EXHIBITS

APPENDIX NUMBER PORTABILITY

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for Number Portability (NP) provided by AT&T-13STATE and Wireless Service Provider (WSP).

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

1.3 AT&T-2STATE - As used herein, AT&T-2STATE means AT&T CALIFORNIA and AT&T NEVADA, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.

1.4 AT&T-4STATE - As used herein, AT&T-4STATE means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, and AT&T Oklahoma the applicable AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.

1.5 AT&T-7STATE - As used herein, AT&T-7STATE means AT&T SOUTHWEST REGION 5-STATE, AT&T CALIFORNIA and AT&T NEVADA, the applicable AT&T owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.

1.6 AT&T-8STATE - As used herein, AT&T-8STATE means AT&T SOUTHWEST REGION 5-STATE, AT&T CALIFORNIA, AT&T NEVADA, and AT&T CONNECTICUT the applicable AT&T owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.

1.7 AT&T-10STATE - As used herein, AT&T-10STATE means AT&T SOUTHWEST REGION 5-STATE and AT&T MIDWEST REGION 5-STATE an the applicable AT&T owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.

1.8 AT&T-12STATE - As used herein, AT&T-12STATE means AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE and AT&T-2STATE the applicable AT&T owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

1.9 AT&T-13STATE - As used herein, AT&T-13STATE means AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE, AT&T-2STATE and AT&T CONNECTICUT the applicable AT&T owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

1.10 AT&T ARKANSAS - As used herein, AT&T ARKANSAS means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, the applicable AT&T owned ILEC doing business in Arkansas.

1.11 AT&T CALIFORNIA - As used herein, AT&T CALIFORNIA means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T owned ILEC doing business in California.

1.12 AT&T CONNECTICUT - As used herein, AT&T CONNECTICUT means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable above listed ILEC doing business in Connecticut.

1.13 AT&T KANSAS - As used herein, AT&T KANSAS means Southwestern Bell Telephone Company d/b/a AT&T Kansas, the applicable AT&T owned ILEC doing business in Kansas.

1.14 AT&T ILLINOIS - As used herein, AT&T ILLINOIS means Illinois Bell Telephone Company d/b/a AT&T Illinois, the applicable AT&T-owned ILEC doing business in Illinois.

1.15 AT&T INDIANA - As used herein, AT&T INDIANA means Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, the applicable AT&T-owned ILEC doing business in Indiana.

1.16 AT&T MICHIGAN - As used herein, AT&T MICHIGAN means Michigan Bell Telephone Company d/b/a AT&T Michigan, the applicable AT&T-owned doing business in Michigan.

1.17 AT&T MIDWEST REGION 5-STATE - As used herein, AT&T MIDWEST REGION 5-STATE means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.

1.18 AT&T MISSOURI - As used herein, AT&T MISSOURI means Southwestern Bell Telephone Company d/b/a AT&T Missouri, the applicable AT&T owned ILEC doing business in Missouri.

1.19 AT&T NEVADA - As used herein, AT&T NEVADA means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T owned ILEC doing business in Nevada.

1.20 AT&T OHIO - As used herein, AT&T OHIO means The Ohio Bell Telephone Company d/b/a AT&T Ohio, the applicable AT&T-owned ILEC doing business in Ohio.

1.21 AT&T OKLAHOMA - As used herein, AT&T OKLAHOMA means Southwestern Bell Telephone Company d/b/a AT&T Oklahoma, the applicable AT&T owned ILEC doing business in Oklahoma.

1.22 AT&T SOUTHWEST REGION 5-STATE - As used herein, AT&T SOUTHWEST REGION 5-STATE means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.

1.23 AT&T TEXAS - As used herein, AT&T TEXAS means Southwestern Bell Telephone Company L.P. d/b/a AT&T Texas, the applicable AT&T owned ILEC doing business in Texas.

1.24 AT&T WISCONSIN - As used herein, AT&T WISCONSIN means Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC doing business in Wisconsin.

2. LOCAL NUMBER PORTABILITY (LNP)

2.1 General

The Parties agree that the Industry has established Location Routing Number (LRN) technology as the method by which Local Number Portability (LNP) will be provided in response to FCC Orders in FCC CC Docket 95-116 (i.e., First Report and Order and subsequent Orders issued to the date this Agreement was signed). As such, the Parties agree to provide LNP via LRN to each other on a reciprocal basis as required by such FCC Orders or Industry agreed upon practices.

2.2 Obligations of Both Parties

2.2.1 The Parties shall:

2.2.1.1 disclose, upon request, any technical limitations that would prevent LNP implementation in a particular switching office; and

2.2.1.2 provide LNP services and facilities only where technically feasible, subject to the availability of facilities, and only from properly equipped central office.

2.2.2 Each Party shall deploy LNP software in all switches within the 100 largest Metropolitan Statistical Areas (MSAs) as per FCC CC Docket 95-116 (i.e. the First Report and Order and subsequent Orders issued to the date this Agreement was signed). Additionally, those areas identified as within the 100 largest MSAs as a result of the last Census Bureau report shall also be included within this mandatory group of number portable switches.

2.2.3 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 within the time frames set forth in FCC CC Docket 95-116.

2.2.4 Each Party has the right to block default routed call entering a network in order to protect the public switched network from overload, congestion, or failure propagation.

2.2.5 Industry guidelines shall be followed regarding all aspects of porting numbers from one carrier to another, including but not limited to NANC Local Number Portability (LNP) Interservice Provider Operation Flows.

2.2.6 Intracompany testing shall be performed prior to the scheduling of intercompany testing.

2.2.7 Each Party will designate a single point of contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed time frame and must meet the criteria set forth by the Wireless Testing Sub-Committee (WTSC).

2.2.8 When a Party ports an End User's telephone number to its switch, that Party shall become responsible for the End User's E911 record and other related telecommunication items.

2.2.9 Each Party is responsible for advising the Number Portability Administration Center (NPAC) of telephone numbers that it imports and the associated data as identified in industry forums as being required for LNP.

2.2.10 All porting involving WSP will be handled via subscription versions submitted to the existing NPAC with downloads to Local SMS (LSMS).

2.2.11 The Parties agree that porting between wireless and wireline service providers will use existing wireline defined LNP porting intervals, including intervals for Firm Order Commitment (FOC) as set forth in the "North American Numbering Council, Local Number Portability (LNP), Inter Service Provider Operations Flows". Each Party is responsible for meeting the FOC intervals.

2.2.12 As part of the pre-ordering process, after receiving notification from the Party placing the porting request ("Requesting Party"), the other Party shall provide the Customer Service Record of the End User whose number is being ported upon request.

2.2.13 When either Party requests that an NXX in an LNP capable switch become portable, Parties shall follow the industry standard Local Exchange Routing Guide (LERG) procedure.

2.2.14 Consistent with Inter-Service Provider Local Number Portability (LNP) Operations Flows developed by the National Number Portability Operations (NNPO)/Wireless Number Portability Operations teams and as approved by the North American Numbering Council (NANC), the Local Service Request (LSR) will be the means of communication for all Local Number Portability (LNP) requests between Wireline and Wireless Carriers. Business rules supporting LNP ordering are to be based upon Ordering and Billing Forum (OBF) standards; for requests coming to AT&T, the AT&T 13-state Local Service Ordering Requirements (LSOR) shall be used. Parties agree that Number Portability LSRs will be submitted in one of the current supported versions of the AT&T 13-state LSOR consistent with LSR versioning rules supported by AT&T.

2.2.15 All NPA-NXXs within the top 100 MSAs will be marked portable in the LERG.

2.2.16 An LRN must be provided for all switches marked as LNP capable. The appropriate Party must be the LERG assigned code owner of the LRN's NPA/NXX. The operating company number (OCN) associated with this NPA/NXX will identify the provider. The LRN must be in the same Local Access and Transport Area (LATA) as the ported number. At minimum, there will be at least one (1) LRN per LATA per switch as documented in the Industry Numbering Committee ("INC") LRN guidelines.

2.2.17 If either Party operates as both local exchange carrier and wireless service provider, such party shall l have an unique OCN and service provider identification number (SPID) assignments for each entity.

2.2.18 Prior to actual ordering, WSPs will move telephone numbers associated with their Type 1 trunks to the WSP's switch. Due to technical constraints, port in to Type 1 interconnection trunks will not be permitted. Type 1 trunks that are used exclusively for ancillary services (such as 911 Telecommunication Services, Directory Assistance, etc.) are exempt from this process. Parties agree to cooperate with the migration of telephone numbers associated with their Type 1 trunks to the WSP switch. This may include LERG reassignment, transfer of ownership of a block, or porting of individual numbers.

2.2.19 Both Parties will mark all Type 2 trunks to reflect the Common Language Location Identifier (CLLI) code of their host switch.

2.2.20 Both Parties shall be certified by the Regional NPAC prior to scheduling Intercompany testing of LNP.

2.2.21 Both Parties agree to complete and provide to the other Party a profile that contains information necessary for processing LSRs and for porting. The profile will request carrier name, carrier OCN, SPID, contact information, etc., necessary for the provisioning of all WSP porting requests.

2.3 Limitations of Service

2.3.1 Telephone numbers can be ported only within wireline toll rate centers or rate districts, which ever is a smaller geographic area, as approved by State Commissions.

2.3.2 Parties acknowledge that number portability is technically limited to rate center/rate district boundaries of the incumbent LEC due to rating/routing concerns. Additional boundary limitations, such as the wire center boundaries of the incumbent LEC may be required due to E911 or NPA serving restrictions and/or regulatory decisions.

2.3.3 AT&T-12STATE will deploy LNP software outside the 100 largest MSAs within six (6) months after receipt of Bona Fide Request (BFR) from WSP (see EXHIBIT 1).

2.3.4 Porting of choke/High Volume Call-In (HVCI) numbers must be accomplished by mutually agreed upon and technically feasible method consistent with NANC approved processes.

2.3.5 Neither Party shall be required to provide LNP for unassigned numbers. The foregoing sentence is not intended to prohibit porting telephone numbers associated with a wireless Type 1 DID group that have not been activated by the wireless carrier.

2.3.6 The Parties do not offer LNP services and facilities for NXX codes 555, 976, 950, or AT&T-12STATE Official Communications Services (OCS) NXXs.

2.4 Service Descriptions

2.4.1 The switch's LRN software determines if the called party is in a portable NXX. If the called party is in a portable NXX, a query is launched to the LNP database to determine whether or not the called number is ported.

2.4.2 When the called number with a portable NXX is ported, an LRN is returned to the switch that launched the query. Per industry standards, the LRN appears in the Called Party Number (CdPN) field of the SS7 message and the called number then appears in the GAP (Generic Address Parameter) field.

2.4.3 When the called number with a portable NXX is not ported, the call is completed as in the pre-LNP environment.

2.4.4 The Forward Call Identifier (FCI) field entry is changed from 0 to 1 by the switch triggering the query when a query is made, regardless of whether the called number is ported or not.

2.4.5 The WSP shall populate the Jurisdictional Identification Parameter (JIP) field with the first six (6) digits (NPA NXX format) of the appropriate LRN of the originating switch.

2.5 Pricing

2.5.1 Except as set forth in Section 3 – LNP Query Service and Section 4 – Coordinated Hot Cuts (CHC), neither Party shall charge the other Party or such Party's affiliate, subsidiary, or End User for the ordering, provisioning, or conversion of ported telephone numbers as a means to recover the costs associated with LNP.

3. LNP QUERY SERVICE

3.1 The N-1 carrier (N carrier is the responsible Party for terminating call to the End User) has the responsibility to determine if a query is required, to launch the query, and to route the call to the switch or network in which the telephone number resides.

3.2 If WSP chooses not to fulfill its N-1 carrier responsibility, AT&T-12STATE will perform default queries on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the switch or network in which the telephone number resides. In such event, AT&T-12STATE will charge and WSP agrees to pay the default queries charges set forth in:

3.2.1 AT&T MIDWEST REGION 5-STATE - Section 6 of the FCC No. 2 Access Services Tariff

3.2.2 AT&T NEVADA - Section 19 of the FCC No. 1 Access Services Tariff

3.2.3 AT&T CALIFORNIA - Section 13 of the FCC No. 1 Access Services Tariff

3.2.4 AT&T SOUTHWEST REGION 5-STATE - Section 34 of the FCC No. 73 Access Services Tariff.

3.3 AT&T-12STATE provides WSPs the optional use of the AT&T-12STATE LNP database via the SPNP Query Service-Database. When WSP orders SPNP Query Service-Database, AT&T-12STATE shall charge and WSP agrees to pay the SPNP Query Service-Database service charges set forth in the appropriate tariff cited in 3.2 above. The WSP's Signal Transfer Point (STP), tandem, and/or end office's LRN software will determine the need for, and triggers, the query. AT&T-12STATE's LNP database will determine if a number has, or has not, been ported and will provide LRN if a number is ported.

3.4 When purchasing the SPNP Query Service - Database, WSP will access AT&T-12STATE's facilities via an SS7 link to the AT&T-12STATE STP.

3.5 When purchasing the SLNP Query Service - Database, WSP will advise AT&T-12STATE of the entry point(s) of queries to the AT&T-12STATE network and provide a query forecast for each entry point.

4. COORDINATED HOT CUTS (CHC)

4.1 A coordinated hot cut ("CHC") is an optional service that permits the WSP to request that AT&T-13STATE hold translations in the donor switch until the WSP gives verbal instruction to implement the porting. Where CHC is requested, both parties agree not to remove translations for the ported number until instructions are received from the requesting party. Upon notice from the requesting party to port the telephone number, both parties agree to release translations with the understanding that translations should be removed within 30 minutes, but that circumstances can sometimes require a greater interval of time.

4.2 When WSP orders CHC service, AT&T-13STATE shall charge and WSP agrees to pay for CHC service at the "additional labor" rates set forth in the following applicable FCC Access Services Tariffs:

4.2.1 AT&T MIDWEST REGION 5-STATE - FCC No. 2 Access Services Tariff, Section 13.2.6 (c)

4.2.2 AT&T NEVADA - FCC No. 1 Access Services Tariff, Section 13.2.6(c)

4.2.3 AT&T CALIFORNIA - FCC No. 1 Access Services Tariff, Section 13.2.6(c)

4.2.4 AT&T SOUTHWEST REGION 5-STATE - FCC No. 73 Access Services Tariff, Section 13.4.2(c)

4.2.5 AT&T CONNECTICUT - FCC No. 39 Access Services Tariff, Section 8.6.2(c).

4.3 WSP requesting CHC must provide AT&T-13STATE an access billing account number (BAN) to which charges can be applied.

EXHIBIT 1

[This Attachment is applicable to AT&T SOUTHWEST REGION 5-STATE only.]

LOCAL NUMBER PORTABILITY (LNP)
BONA FIDE REQUEST (BFR) PROCESS

The Local Number Portability (LNP) Bona Fide Request (BFR) is a process that Competitive Local Exchange Carrier (or Wireless Service Provider (WSP)) shall use to request that LNP be deployed

- in a Metropolitan Statistical Area (MSA) beyond the 100 largest MSAs in the country

  and

- additional switch(es) in an MSA in which LNP has been deployed.

Per the FCC First Report and Order and Further Notice Of Proposed Rulemaking (July, 1996, ¶80), Wireless carrier can request that LNP be deployed in additional MSAs beginning January 1, 1999. AT&T SOUTHWEST REGION 5-STATE is to provide LNP in that MSA in the requested switches within six (6) months of receipt of BFR.

Per the FCC's First Memorandum Opinion And Order On Reconsideration (March 1997, ¶65,66), switches that were not requested to be LNP capable in the initial LNP deployment in the top 100 MSAs can be requested to be made LNP capable. The following time frames begin after an MSA's Phase end date has been reached:

1. equipped remote switches within 30 days
2. hardware capable switches within 60 days
3. capable switches requiring hardware within 180 days
4. non-capable switches within 180 days

These time frames begin after the receipt of a BFR.

REQUEST FOR INSTALLATION OF LNP SOFTWARE

The request to make one or more switches in an MSA LNP capable shall be made in the form of a letter or the form on pages 3 through 5 of this Attachment from WSP to its AT&T SOUTHWEST REGION 5-STATE Account Manager which shall specify the following:

- The MSA in which requested switch(es) are located.
- The switch(es), by CLLI code, that are to become LNP capable.
- The date when LNP capability is requested with the FCC established time frames being the maximum amount of time.
- The projected quantity of queries that result from this new capability with a demand forecast per tandem or end office with which WSP interconnects.
- An initial response from the AT&T SOUTHWEST REGION 5-STATE Account Manager, acknowledging receipt of the BFR and the date when requested switch(es) will be LNP capable, must be made to WSPs within ten (10) business days of receipt of the BFR.

Local Number Portability (LNP)
Bona Fide Request (BFR)

Southwest Region LNP Network Operations Team

DATE: _____ (date of request)

TO: _____ (name of service provider)
_____ (address of service provider)
_____ (contact name/number)

FROM: _____ (requester/service provider name/ID)
_____ (requester switch(es)/CLLI)
_____ (authorized by name)
_____ (authorized by title)
_____ (contact name/address/number)

Affidavit attesting requester as authorized agent should accompany request.

MSA(s): _____

SWITCH(ES):

CLLI[1]	Rate Center Name[2]	Rate Center VC/HC[2]	NPA-NXX(s)[3]
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N

DATES: Requested date switch(es) should be LNP capable: _____ (mm/dd/yy)

Requested code opening date[4]: _____ (mm/dd/yy)

Notes: See following page.

Acknowledgment of BFR is to be sent to the requester within ten business days.

Local Number Portability (LNP)
Bona Fide Request (BFR)

Southwest Region LNP Network Operations Team
(Continued)

Notes: [1] List each switch targeted for LNP by its specific CLLI code.
[2] Enter associated Rate Center information from LERG, including: Rate Center Name and Associated V&H Terminating Point Master Coordinates; Source of the LERG information: Destination Code Record (DRD) Screen.
[3] Circle or highlight Y if requesting all eligible NPA-NXX codes in that specific switch to be opened. Circle or highlight N if only certain NPA NXX codes are being requested, then provide list of desired NPA NXX(s).

Note: Targeting of specific NPA-NXX codes should be carefully considered. A traditional ILEC may serve a single rate center with multiple switches (CLLIs and NXX codes) while WSP may serve multiple rate centers with a single switch. In the latter case, use of a specific NXX code will determine the rate center.

[4] As documented in the Southwest Region Code Opening Process.

Acknowledgment of LNP Bona Fide Request (BFR)

Southwest Region LNP Network Operations Team

DATE: _____ (date of response)

TO: _____ (requester/Wireless carrier name/ID)
_____ (contact name/address/number)
_____ (requester switch(es)/CLLI)

FROM: _____ (name of service provider)
_____ (address of provider)
_____ (contact name/number)

Switch request(s) accepted:

CLLI Accepted	LNP Effective Date	or	*Modified Effective Date*	Ineligible NPA-NXXs
_____(CLLI 1)	_____		_____	_____
_____(CLLI 2)	_____		_____	_____
_____(CLLI 3)	_____		_____	_____
_____(CLLI 4)	_____		_____	_____

Switch request(s) denied/reason for denial:

_____(CLLI 1): _____

_____(CLLI 2): _____

_____(CLLI 3): _____

Authorized company representative signature/title: _____

APPENDIX
MEET POINT BILLING

APPENDIX MEET POINT BILLING

1. DEFINITIONS

a. For purposes of this Appendix, "Access Tandem Switch" means a tandem switch in a AT&T-13STATE network equipped to provide Interconnection between a CMRS provider and an Interexchange Carrier (IXC) that is used to connect and switch traffic for the purpose of providing Switched Access Services.

b. For purposes of this Appendix, "Switched Access Services" means an offering of access to AT&T-13STATE's network for the purpose of the origination or the termination of traffic from or to IXCs in a given area pursuant to a Switched Access Services tariff for Feature Group B and Feature Group D.

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

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

2. Pursuant to the procedures described in Multiple Exchange Carrier Access Billing (MECAB) document, developed by the Alliance for Telecommunications Industry Solutions' (ATIS) Ordering and Billing Forum (OBF), the Parties shall provide to each other the Switched Access detail usage data, on a per LATA basis, for jointly provided tandem switched Feature Groups B or D services to or from an IXC. As detailed in the MECAB document, the Parties will, in a timely fashion, exchange all information necessary to accurately, reliably and promptly bill Access Service customers for Switched Access services traffic jointly provided via the meet-point billing arrangement. Information shall be exchanged in Electronic Message Interface (EMI) format, via a mutually acceptable electronic file transfer protocol. The Parties agree to exchange the Switched Access detail usage data to each other on a reciprocal, no charge basis. Each Party agrees to provide the other Party with AURs based upon mutually agreed upon intervals. Each Party shall provide the other Party the billing name, billing address, and carrier identification ("CIC") of the IXCs that may utilize any portion of either Party's network in a carrier/LEC MPB arrangement in order to comply with the MPB Notification process as outlined in the MECAB document. AT&T-13STATE shall provide this information to Carrier except where proprietary restrictions prohibit disclosure. Each Party will be entitled to reject a record that does not contain a CIC code.

3. When Carrier uses AT&T-13STATE's Access Tandem for purposes of originating or terminating IXC traffic, Carrier shall designate AT&T-13STATE's Access Tandem Switch or any other reasonable facilities or points of Interconnection for the purpose of originating or terminating IXC traffic. For the access Tandem Switch designated, the Parties agree that the billing percentage to be utilized to bill Switched Access Service customers for jointly provided Switched Access Services traffic shall be any mutually agreed upon billing percentage(s).

4. The Parties will each bill the IXC for their portion of the Switched Access Services as stated in each Party's respective access tariff based on the billing percentages stated above.

5. The Parties shall undertake all reasonable measures to ensure that the billing percentage and associated information as described in the MECAB document identified in Paragraph 1 above, are maintained in their respective federal and state access tariffs, as required, until such time as such information will be included in the National Exchange Carrier Association ("NECA") FCC Tariff No. 4.

6. AT&T-13STATE shall implement the "Multiple Bill/Single Tariff" option described in the MECAB document identified in Paragraph 1 above so that each Party may bill the IXC for its portion of the jointly provided Switched

Access Services. Carrier may elect not to implement the "Multiple Bill/Single Tariff" option until an F.C.C. order is issued that requires the implementation of Meet Point Billing of IXC traffic.

APPENDIX
RECIPROCAL COMPENSATION
[CELLULAR/PCS]

TABLE OF CONTENTS

APPENDIX SCOPE AND TERM 1
COMPENSATION FOR LOCAL AUTHORIZED SERVICES INTERCONNECTION – RECIP COMP 2
CLASSIFICATION OF TRAFFIC 3
RESPONSIBILITIES OF THE PARTIES 4
ALTERNATE TANDEM PROVIDER 5
ADDITIONAL TERMS AND CONDITIONS 6

APPENDIX RECIPROCAL COMPENSATION

1. APPENDIX SCOPE AND TERM

1.1 This Appendix sets forth the rates, terms and conditions for Reciprocal Compensation of wireless telecommunications traffic between AT&T-13STATE and WSP, but only to the extent they are interconnected and exchanging calls pursuant to a fully executed, underlying Cellular/PCS Interconnection Agreement (the "Agreement") approved by the applicable state or federal regulatory agency for telecommunications traffic in this state.

2. COMPENSATION FOR LOCAL AUTHORIZED SERVICES INTERCONNECTION – RECIP COMP

2.1 Compensation rates for Interconnection are contained in Appendix - Pricing (Wireless).

2.2 Compensation for Section 251(b)(5) Calls Transport and Termination. Subject to the limitations set forth below in Section 2.3, AT&T-13STATE shall compensate WSP for the transport and termination of Section 251(b)(5) Calls originating on AT&T-13STATE's network and terminating on WSP's network. WSP shall compensate AT&T-13STATE for the transport and termination of Section 251(b)(5) Calls originating on WSP's network and terminating on AT&T-13STATE's network. The rates for this reciprocal compensation are set forth in Appendix Pricing (Wireless).

2.3 Traffic Not Subject to Reciprocal Compensation

2.3.1 Exclusions. Reciprocal compensation shall apply solely to the transport and termination of Section 251(b)(5) Calls, which shall not include, without limitation, the following:

2.3.1.1 Non-CMRS traffic (traffic that is not intended to originate or terminate to a mobile station using CMRS frequency);

2.3.1.2 Toll-free calls (*e.g.*, 800/888), Information Services Traffic, 500 and 700 calls;

2.3.1.3 Third Party Traffic;

2.3.1.4 Paging Traffic;

2.3.1.5 InterMTA Traffic;

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

3. CLASSIFICATION OF TRAFFIC

3.1 Telecommunications traffic exchanged between AT&T-13STATE and WSP pursuant to this Agreement will be classified as either Section 251(b)(5) Calls, IXC traffic, or InterMTA Traffic.

3.2 The Parties agree that ISP-bound traffic between them in the mobile-to-land direction, if any, is presently *de minimis* and shall be deemed *de minimis* and treated as Telecommunications traffic for purposes of this Agreement. No additional or separate measurement or tracking of ISP-bound traffic shall be necessary. The Parties agree there is and shall be no ISP traffic exchanged between them in the land-to-mobile direction subject to this Agreement.

3.3 Billing For Mutual Compensation

3.3.1 Each Party will record its terminating minutes of use for all intercompany calls. Each Party will perform the necessary call recording and rating for calls, and shall be responsible for billing and collection, from its End Users. Except as specifically provided herein, each Party shall use procedures that record and measure actual usage for purposes of providing invoices to the other Party.

3.3.2 The Parties recognize that WSP may not have the technical systems to measure actual usage and bill AT&T-13STATE pursuant to this Agreement. To the extent WSP does not have the ability to measure and bill the actual amount of AT&T-13STATE-to-WSP Section 251(b)(5) Calls traffic ("Land-to-Mobile Section 251(b)(5) Calls Traffic"), and in the eventAT&T-13STATE also does not record the actual amount of such Land-to-Mobile Section 251(b)(5) Calls Traffic, WSP shall bill AT&T-13STATE the charges due as calculated and described in Sections 3.3.3 and 3.3.4 below.

3.3.3 When Section 3.3.2 applies, the Parties agree to use a surrogate billing factor to determine the amount of Land-to-Mobile Section 251(b)(5) Calls Traffic. The surrogate billing factor shall be deemed to be equal to the Shared Facility Factor, stated in Appendix-Pricing (Wireless). When using the surrogate billing method instead of recording actual usage, the amount Land-to-Mobile Section 251(b)(5) Calls Traffic Conversation MOUs shall be deemed to be equal to the product of (i) the WSP-to-AT&T-13STATE (mobile-to-land) Conversation MOU for Section 251(b)(5) Calls (based on AT&T-13STATE's monthly bill to WSP) divided by the difference of one (1.0) minus the Shared Facility Factor, (times) (ii) the Shared Facility Factor. When using the surrogate billing method, WSP shall bill AT&T-13STATE the charges due under this Section 3.3 based solely on the calculation contained in the preceding sentence.

EXAMPLE

Land-to-Mobile Section 251(b)(5) Calls Traffic
Conversion MOUs = [mobile-to-land local Mou's / (1 – Shared Facility Factor)] *
Shared Facility Factor

Mobile-to-land MOU = 15,000
Shared Facility Factor = .20
Land-to-Mobile Section 251(b)(5) Calls MOU = [15,000/(1-.20)]*.20
=3,750 MOUs

3.3.4 When WSP uses the surrogate billing factor billing method set forth above, WSP shall itemize on each of its bills the corresponding AT&T-13STATE billing account numbers, by LATA and by state, for Land-to-Mobile Section 251(b)(5) Calls Traffic Conversation MOUs to which the surrogate billing factor is applied. All adjustment factors and resultant adjusted amounts shall be shown for each line item, including as applicable, but not limited to, the surrogate billing factor as provided in this Section 3.3, the blended call set-up and duration factors (if applicable), the adjusted call set-up and duration amounts (if applicable), the appropriate rate, amounts, *etc*.

3.3.5 Except as provided in this Section 3.3, see Section 5 of the General Terms and Conditions for billing requirements.

4. RESPONSIBILITIES OF THE PARTIES

4.1 Each Party to this Appendix will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved.

4.2 Where SS7 connections exist, each Party will include in the information transmitted to the other for each call being terminated on the other's network, where available, the original and true Calling Party Number (CPN).

4.3 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.

5. ALTERNATE TANDEM PROVIDER

5.1 An Alternate Tandem Provider shall mean a Telecommunications Carrier, with no End Users, that provides tandem switching services to WSP with whom it is directly interconnected for the purpose of delivering Third Party Originating Carrier traffic via direct interconnection arrangements with AT&T-13STATE to (i) AT&T-13STATE's End User; (ii) to an End User of a Third Party Terminating Carrier that utilizes local switching

from AT&T-13STATE purchased on a wholesale basis to provide service to its End Users; and/or (iii) a Third Party Terminating Carrier's End User.

5.2 "Third Party Originating Carrier" means a Competitive Local Exchange Carrier (CLEC), Incumbent Local Exchange Carrier (ILEC), Commercial Mobile Radio Service (CMRS) provider and/or Out-of Exchange Local Exchange Carrier (OE-LEC) that sends traffic originated by its End Users to an Alternate Tandem Provider.

5.3 Third Party Terminating Carrier shall mean Competitive Local Exchange Carrier (CLEC), Incumbent Local Exchange Carrier (ILEC), Commercial Mobile Radio Service (CMRS) provider, Out-of Exchange Local Exchange Carrier (OE-LEC), AT&T-13STATE as the Incumbent Local Exchange Carrier (ILEC) or a Carrier that utilizes local switching from AT&T-13STATE purchased on a wholesale basis to provide service to its End Users, to which traffic is terminated when CLEC uses an Alternate Tandem Provider.

5.4 When Alternate Tandem Provider sends Traffic originated by the End Users of WSP functioning as the Third Party Originating Carrier to an End User of AT&T-13STATE who is functioning as the Third Party Terminating Carrier, WSP is responsible for all Minutes of Use ("MOUs") billed by AT&T-13STATE for the termination of such traffic.

6. ADDITIONAL TERMS AND CONDITIONS

6.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions; interpretation, construction and severability; general responsibilities of the Parties; effective date, term and termination; billing and payment of charges; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnity; remedies; intellectual property; publicity and use of trademarks and service marks; confidentiality; intervening law; governing law; regulatory approval; changes in End User local Exchange Service provider selection; compliance and certification; law enforcement and civil process; relationship of the Parties/independent contractor; no third Party beneficiaries, disclaimer of agency; assignment; subcontracting; environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; End User inquiries; expenses; conflict of interest; survival of obligations, scope of agreement; amendments and modifications; and entire agreement.

6.2 Entire Agreement. This Reciprocal Compensation Appendix is intended to be read in conjunction with the underlying Interconnection Agreement between AT&T-13STATE and WSP, but that as to the reciprocal compensation rates, terms and conditions, this Appendix constitutes the entire Agreement between the Parties on these issues, and there are no other oral agreements or understandings between them on reciprocal compensation that are not incorporated into this Appendix.

APPENDIX – PRICING (CELLULAR/PCS)

ILLINOIS

1. The rates for transport and termination shall be as follows. (Per Conversation MOU)

Type 2A	Type 2B	Type 1
$.005318	$.003746	$.005318

2. Carrier Facilities will be provided at the same rates, terms, and conditions that similar Facilities are provided by Telco.

3. Shared Facility Factor

   The Shared Facility Factor is 0.18.

4. Exchange Access Rates

   4.1 Terminating IntraLATA InterMTA Traffic Rate $.006275

   4.2 Originating Landline to CMRS Switched Access Traffic Rate $.008431

5. The rates for trunking are set forth in Telco tariff ICC 16, as amended from time to time.

6. Other Charges

   6.1 Selective Class of Call Screening.

   6.2 Cancellation Charge. A charge is calculated as the product of the number 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. The Access Order Charge is governed by Telco's applicable interstate Access Services tariff.

   6.3 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 (i.e., the Rollover Charge) applies when Carrier requests a rollover. The Rollover Charge is governed by Telco's applicable interstate Access Services tariff.

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