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April 23, 2021

The Honorable Jocelyn Boyd
Chief Clerk
Public Service Commission of South Carolina
101 Executive Center Dr., Suite 100
Columbia, South Carolina 29210

Re: Approval of Negotiated Interconnection Agreement between AT&T South Carolina[1] and DISH Wireless L.L.C. ("CMRS Provider") Pursuant to Sections 251 and 252 of the federal Telecommunications Act of 1996
Docket No. _____

Dear Ms. Boyd:

AT&T South Carolina and CMRS Provider respectfully submit for the Commission's approval, pursuant to Section 252(e) of the federal Telecommunications Act of 1996 ("the Act"), the attached agreement for, among other things, the interconnection of their networks, the unbundling of specific network elements, and/or the resale of telecommunications services. The agreement, which was negotiated pursuant to Sections 251 and 252 of the Act, also may contain terms and conditions for products and services voluntarily agreed to by the parties outside the scope of Sections 251 and 252 of the Act.

Section 252(e) of the Act charges the Commission with approving or rejecting this agreement within 90 days of its submission. The Commission may only reject the agreement if it finds that: the agreement or any portion of it discriminates against a telecommunications carrier not a party to it; or implementation of the agreement or any portion of it is not consistent with the public interest, convenience and necessity. The parties to the agreement represent that neither of these reasons exists and that the Commission should approve the agreement.

As a courtesy, a copy of this agreement is being provided to the Office of Regulatory Staff.

Sincerely yours,

Richard T. Howell

Richard T. Howell
Attachment

cc: James E. McDaniel

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1 BellSouth Telecommunications, LLC, d/b/a AT&T South Carolina

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AGREEMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY, LLC 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 AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

DISH WIRELESS L.L.C.

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Signature: eSigned - Jeff McSchooler

Name: eSigned - Jeff McSchooler
(Print or Type)

Title: EVP, Wireless Network Operations
(Print or Type)

Date: 13 Apr 2021

DISH Wireless L.L.C.

Signature: eSigned - Kristen Shore

Name: eSigned - Kristen Shore
(Print or Type)

Title: AVP Regulatory
(Print or Type)

Date: 13 Apr 2021

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Illinois Bell Telephone Company, LLC 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 and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

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GENERAL TERMS AND CONDITIONS

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TWO-WAY CMRS INTERCONNECTION AGREEMENT

This Two-Way CMRS Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 for Commercial Mobile Radio Service (CMRS) (the Agreement), by and between one or more of the AT&T Inc. owned Incumbent Local Exchange Carriers ("ILECs"), hereinafter referred to as BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Illinois Bell Telephone Company, LLC 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 and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company 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 AT&T Inc.-owned ILEC executes this Agreement for such AT&T Inc. owned ILEC and only to the extent that such AT&T Inc. owned ILEC provides Telephone Exchange Services as an ILEC in each of the State(s) listed below) and Dish Wireless L.L.C. ("Wireless Service Provider", "WSP" or "Dish Wireless"), (a Colorado limited liability company), shall apply to the States of Alabama, Arkansas, California, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Oklahoma, Ohio, South Carolina, Tennessee, Texas, Wisconsin.

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

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 CMRS-originated and CMRS-terminated traffic for the provision of Telecommunications Services pursuant to the Telecommunications Act of 1996 and other applicable federal, state and local laws;

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will Interconnect their networks and Facilities and provide to each other services as required by the Telecommunications Act of 1996 as specifically set forth herein; and

WHEREAS, this Agreement shall apply only to traffic that originates from or terminates to a Wireless Phone Handset via WSP acting in the capacity as a CMRS provider;

NOW, **THEREFORE**, the Parties hereby agree as follows:

1.0 Introduction

1.1 This Agreement is composed of the foregoing recitals, the General Terms and Conditions (GT&Cs) set forth below, and certain Attachments, Schedules, Exhibits and Addenda immediately following these GT&Cs, all of which are hereby incorporated in this Agreement by this reference and constitute a part of this Agreement.

2.0 Definitions

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

2.2 "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 POPs.

2.3 "Accessible Letter(s)" means the correspondence used to communicate pertinent information regarding AT&T-21STATE to the CMRS provider community and is (are) provided via posting to the AT&T-21STATE CLEC Online and/or Prime Access website.

2.4 "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.

2.5 "Affiliate" means as defined in the Act.

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2.6 "Ancillary Services" means supplementary services such as directory assistance, N11 (including any 911 service offering), operator services, Service Access Codes (600, 700, 800 and 900 services, but not including 500 services) and Switched Access Services.

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

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

2.9 "Applicable Law" means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including 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.

2.10 "Assurance of Payment" means a guarantee of payment in the form of Cash Deposit, Letter of Credit or Surety Bond required by AT&T 21-STATE to ensure current and future Billed Amounts will be paid.

2.11 "AT&T" as used in this Agreement refers to the AT&T Inc.-owned ILECs only.

2.12 "AT&T Inc." means the holding company which directly or indirectly owns the following ILECs: BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Illinois Bell Telephone Company, LLC 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 and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company 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.

2.13 "AT&T-21STATE" means the AT&T Inc.-owned ILEC(s) doing business in Alabama, Arkansas, California, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee, Texas and Wisconsin.

2.14 "AT&T-12STATE" means the AT&T Inc.-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

2.15 "AT&T-10STATE" means the AT&T Inc.-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.

2.16 "AT&T-7STATE" means the AT&T Inc.-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.

2.17 "AT&T-4STATE" means the AT&T Inc.-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.

2.18 "AT&T ALABAMA" means the AT&T Inc.-owned ILEC doing business in Alabama.

2.19 "AT&T ARKANSAS" means the AT&T Inc.-owned ILEC doing business in Arkansas.

2.20 "AT&T CALIFORNIA" means the AT&T Inc.-owned ILEC doing business in California.

2.21 "AT&T FLORIDA" means the AT&T Inc.-owned ILEC doing business in Florida.

2.22 "AT&T GEORGIA" means the AT&T Inc.-owned ILEC doing business in Georgia.

2.23 "AT&T ILLINOIS" means the AT&T Inc.-owned ILEC doing business in Illinois.

2.24 "AT&T INDIANA" means the AT&T Inc.-owned ILEC doing business in Indiana.

2.25 "AT&T KANSAS" means the AT&T Inc.-owned ILEC doing business in Kansas.

2.26 "AT&T KENTUCKY" means the AT&T Inc.-owned ILEC doing business in Kentucky.

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2.27 "AT&T LOUISIANA" means the AT&T Inc.-owned ILEC doing business in Louisiana.

2.28 "AT&T MICHIGAN" means the AT&T Inc.-owned ILEC doing business in Michigan.

2.29 "AT&T MIDWEST REGION 5-STATE" means the AT&T Inc.-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.

2.30 "AT&T MISSISSIPPI" means the AT&T Inc.-owned ILEC doing business in Mississippi.

2.31 "AT&T MISSOURI" means the AT&T Inc.-owned ILEC doing business in Missouri.

2.32 "AT&T NEVADA" means the AT&T Inc.-owned ILEC doing business in Nevada.

2.33 "AT&T NORTH CAROLINA" means the AT&T Inc.-owned ILEC doing business in North Carolina.

2.34 "AT&T OHIO" means the AT&T Inc.-owned ILEC doing business in Ohio.

2.35 "AT&T OKLAHOMA" means the AT&T Inc.-owned ILEC doing business in Oklahoma.

2.36 "AT&T SOUTH CAROLINA" means the AT&T Inc.-owned ILEC doing business in South Carolina.

2.37 "AT&T SOUTHEAST REGION 9-STATE" means the AT&T Inc.-owned ILECS doing business in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

2.38 "AT&T SOUTHWEST REGION 5-STATE" means the AT&T Inc.-owned ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.

2.39 "AT&T TENNESSEE" means the AT&T Inc.-owned ILEC doing business in Tennessee.

2.40 "AT&T TEXAS" means the AT&T Inc.-owned ILEC doing business in Texas.

2.41 "AT&T WEST REGION 2-STATE" means the AT&T Inc.-owned ILEC(s) doing business in California and Nevada.

2.42 "AT&T WISCONSIN" means the AT&T Inc.-owned ILEC doing business in Wisconsin.

2.43 "Audited Party" means the Party being audited by the Auditing Party.

2.44 "Auditing Party" means the Party conducting an audit of the Audited Party's books, records, data and other documents.

2.45 "Authorized Services" means those services that WSP may lawfully provide pursuant to Applicable Law, including the Act, and that are CMRS. This Agreement is solely for the exchange of WSP's Authorized Services traffic between the Parties. For avoidance of doubt, this Agreement will apply only to CMRS traffic that originates from or terminates to a Wireless Phone Handset via the WSP or an MVNO. Authorized Services does not include landline originated services.

2.46 "Bill Due Date" means thirty (30) calendar days from the bill date.

2.47 "Billed Party" means the recipient Party of a bill rendered by the Billing Party.

2.48 "Billing Party" means the Party rendering a bill.

2.49 "Bona Fide Request (BFR)" means the process described in BFR Attachment.

2.50 "Business Day" means Monday through Friday, excluding days on which the applicable AT&T-21STATE ILEC does not provision new retail services and products.

2.51 "CABS" means the Carrier Access Billing System.

2.52 "Cash Deposit" means a cash security deposit in U.S. dollars held by AT&T-21STATE.

2.53 "Cell Site" means a transmitter/receiver location, operated by a CMRS provider, through which radio links are established between a wireless system and a Wireless Phone Handset.

2.54 "Central Automatic Message Accounting (CAMA) Trunk" means a trunk that uses Multi-Frequency (MF) signaling to transmit calls from WSP's switch to AT&T-21STATE's designated E911 Selective Router.

2.55 "Central Office Switch" means/refers to the switching entity within a Central Office building in the Public Switched Telecommunications Network. The term "Central Office" refers to the building, whereas the term "Central Office Switch" refers to the switching equipment within the building, but both terms are used interchangeably. The term "Central

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Office" is sometimes used to refer to either an End Office or a Tandem Office. Central Offices are also referred to by other synonymous terms, some of which are:

2.55.1 "End Office Switch" means/refers to the switching machine that directly terminates traffic to and receives traffic from purchasers of local Exchange Services, usually referred to as End Users or customers, within a specific geographic exchange. The term "End Office" refers to the End Office building in which an End Office Switch resides, but both terms are used interchangeably. A PBX is not an End Office Switch, nor an End Office.

2.55.2 "Tandem Office Switch" or "Tandem Switch" means/refers to a switch that has been designed for special functions that an End Office Switch does not or cannot perform. A Tandem Office Switch provides a common switch point whereby other switches, both Tandem Office Switches and End Office Switches, may exchange calls between each other when a direct Trunk Group is unavailable. The term "Tandem Office" and "Tandem" are used to refer to the building in which the Tandem Office Switch resides, but are also used interchangeably to refer to the switch within the building.

2.56 "Change in Control" shall mean the (a) consolidation or merger of WSP with or into any unaffiliated entity, (b) sale, transfer or other disposition of all or substantially all of the assets of WSP to an unaffiliated entity, or (c) acquisition by any entity, or group of entities acting in concert, of outstanding voting securities or partnership interests of WSP, which give such entity, or group of entities, Control (as defined below) over WSP.

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

2.58 "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.

2.59 "Commercial Mobile Radio Service(s) (CMRS)" means as defined in the Act and FCC rules. For the purposes of this Agreement, CMRS only includes Telecommunications Services.

2.60 "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 twenty-one (21) agencies listed in this Section. The following is a list of the applicable state agencies:

2.60.1 the Alabama Public Service Commission;

2.60.2 the Arkansas Public Service Commission;

2.60.3 the California Public Utilities Commission;

2.60.4 the Florida Public Service Commission;

2.60.5 the Georgia Public Service Commission;

2.60.6 the Illinois Commerce Commission;

2.60.7 the Indiana Utility Regulatory Commission;

2.60.8 the Kansas Corporation Commission;

2.60.9 the Kentucky Public Service Commission;

2.60.10 the Louisiana Public Service Commission;

2.60.11 the Michigan Public Service Commission;

2.60.12 the Mississippi Public Service Commission;

2.60.13 the Missouri Public Service Commission;

2.60.14 the Public Utilities Commission of Nevada;

2.60.15 the North Carolina Utilities Commission;

2.60.16 the Public Utilities Commission of Ohio;

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2.60.17 the Oklahoma Corporation Commission;

2.60.18 the Public Service Commission of South Carolina;

2.60.19 the Tennessee Regulatory Authority;

2.60.20 the Public Utility Commission of Texas; and

2.60.21 the Public Service Commission of Wisconsin.

2.61 "Common Channel Signaling (CCS)" means or refers to a network architecture that uses Signaling System 7 (SS7) to transport supervision, alerting, addressing and controls signals, and data messages between Telecommunications nodes and networks during call set-up and tear-down, utilizing Signaling Transfer Points (STP), Service Switching Points (SSP) and Signaling Control Points (SCP). CCS is an out-of-band network that is separate from the call transmission path of public switched telephone network. Unless otherwise agreed by the Parties, the CCS protocol used by the Parties shall be SS7.

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

2.63 "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.

2.64 "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 any other damages typically considered consequential damages under Applicable Law, 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.

2.65 "Control" shall mean, with respect to any entity, the possession, direct or indirect, of the power to solely direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities (or other ownership interests), by contract, or otherwise.

2.66 "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.

2.67 "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.

2.68 "Day" or "day" means calendar day unless "Business Day" is specified.

2.69 "Delaying Event" means any failure of a Party to perform any of its obligations set forth in this Agreement, caused in whole or in part by:

2.69.1 the failure of the other Party to perform any of its obligations set forth in this Agreement, including but not limited to a Party's failure to provide the other Party with accurate and complete Service Orders;

2.69.2 any delay, act or failure to act by the other Party or its End User, agent or subcontractor; or

2.69.3 any Force Majeure Event.

2.70 "DEOT" means Direct End Office Trunk.

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

2.71.1 "Digital Signal Level 0 (DS-0)" means the lowest-level signal in the time division multiplex digital hierarchy, and represents a voice-grade channel operating at either the 56 Kbps or 64 Kbps transmission bit rates. There are twenty-four (24) DS-0 channels in a DS-1.

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

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2.71.3 "Digital Signal Level 3 (DS-3)" means the 44.736 Mbps third level signal in the time division multiplex hierarchy.

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

2.73 "Disputed Amounts" means the amount that the Disputing Party contends is incorrectly billed.

2.74 "Disputing Party", as used in the Sections 10.0 below and 12.0 below, means the Party to this Agreement that is disputing an amount in a bill rendered by the Billing Party.

2.75 "Electronic File Transfer" means any system or process that utilizes an electronic format and protocol to send or receive data files.

2.76 "End User(s)" means a retail Third Party subscriber to Telecommunications Services provided by any of the Parties or by an MVNO. As used herein, the term "End User(s)" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.

2.77 "Equal Access Trunk Group" means a trunk used solely to deliver WSP's traffic through an AT&T-21 STATE access tandem to or from an IXC, using Feature Group D protocols.

2.78 "Exchange Message Interface (EMI)" (formerly Exchange Message Record "EMR") means the standard used for exchange of Telecommunications message information among Telecommunications Carriers for billable, non-billable, CABS, sample, settlement and study data. EMI format is contained in Telcordia Practice BR-010-200-010, CRIS Exchange Message Record and the Alliance for Telecommunications Industry Solutions (ATIS) document, ATIS-0406000-xxxx (xxxx refers to the year of publication).

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

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

2.81 "FCC" means the Federal Communications Commission.

2.82 "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.

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

2.84 "Interconnection" means the physical linking of two networks for the mutual exchange of traffic. This term does not include the transport and termination of traffic.

2.85 "Interconnection Service(s)" means any Interconnection, Collocation, functions, Facilities, products or services offered under this Agreement.

2.86 "Interexchange Carrier (IXC)" means a carrier (other than a WSP or a LEC) that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.

2.87 "InterLATA" means as defined in the Act.

2.88 "InterMTA Traffic" means traffic to or from WSP's network that, at the beginning of the call, originates in one MTA and terminates in another MTA.

2.89 "Internet Service Provider (ISP)" means an Enhanced Service Provider (ESP) that provides its customers with access to the Internet. The Internet is an international computer network of interoperable packet switched data networks that enables millions of people to communicate with one another and to access vast amounts of information from around the world.

2.90 "IntraMTA Traffic" means traffic that, at the beginning of the call, originates and terminates within the same MTA and is exchanged between an AT&T-21STATE End User and a WSP or MVNO End User.

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

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2.92 "Late Payment Charge" means the charge that is applied when either Party fails to remit payment for any charges by the Bill Due Date, or if payment for any portion of the charges is received after the Bill Due Date, or if payment for any portion of the charges is received in funds which are not immediately available or received by either Party as of the Bill Due Date, or if either Party does not submit the Remittance Information.

2.93 "Letter of Credit" means the unconditional, irrevocable standby bank letter of credit from a financial institution acceptable to AT&T-21STATE naming the AT&T-owned ILEC(s) designated by AT&T-21STATE as the beneficiary (ies) thereof and otherwise on the AT&T-21STATE Letter of Credit form.

2.94 "Local" means the same as IntraMTA within the LATA.

2.95 "Local Exchange Carrier (LEC)" means as defined in the Act.

2.96 "Local Exchange Routing Guide (LERG)" means the Telcordia Reference document used by Telecommunications Carriers to identify NPA-NXX routing and homing information as well as network element and equipment designations.

2.97 "Local Number Portability (LNP)" means the ability of users of Telecommunications Services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability or convenience when switching from one telecommunications carrier to another.

2.98 "Location Routing Number (LRN)" means the 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.

2.99 "Local Service Request (LSR)" means the form used to input orders to the Local Service Center (LSC) by WSP, including, but not limited to orders to add, establish, change or disconnect services.

2.100 "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).

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

2.102 "MTA" ("Major Trading Area") means defined in 47 C.F.R. § 24.202(a).

2.103 "Mobile Virtual Network Operator" ("MVNO"), for purposes of this Agreement, is a provider that purchases CMRS from WSP under contract, and resells those CMRS services to its End Users under its own brand.

2.104 "Non-Paying Party" means the Party that has not made payment by the Bill Due Date of all amounts within the bill rendered by the Billing Party.

2.105 "North American Numbering Plan (NANP)" means the numbering architecture in which every station in the NANP Area is identified by a unique ten (10)-digit address consisting of a three (3)-digit NPA code, a three (3)-digit central office code of the form NXX, and a four (4)-digit line number of the form XXXX.

2.106 "Notice" is official correspondence between the Parties sent in accordance with Notice Section 19 of this General Terms and Conditions.

2.107 "Numbering Plan Area (NPA)" also called area code means the three (3)-digit code that occupies the A, B, C positions in the ten (10)-digit NANP format that applies throughout the NANP Area. NPAs are of the form NXX, where N represents the digits two (2) through nine (9) and X represents any digit zero (0) through nine (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).

2.108 "Number Portability" means as defined in the Act and FCC rules.

2.109 "NXX" or "Central Office Code" means the three (3)-digit switch entity indicator that is defined by the fourth (4th) through sixth (6th) digits of a ten (10)-digit telephone number within the NANP. Each NXX Code contains ten thousand (10,000) station numbers.

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2.110 "OBF" (Ordering and Billing Forum) means a forum comprised of local telephone companies and interexchange carriers whose responsibility is to create and document Telecommunication industry guidelines and standards.

2.111 "Offer Services" means when WSP opens an NPA-NXX, ports a WSP number to serve an End User or pools a block of numbers to serve End Users.

2.112 "Operations Support Systems (OSS)" means the suite of functions which permits WSP to interface with AT&T-21STATE for pre-ordering, ordering, provisioning, maintenance/repair and billing as described in the Attachment OSS herein.

2.113 "Originating Landline to CMRS InterMTA Traffic" means traffic delivered directly from AT&T-21STATE's originating network to WSP's network that, at the beginning of the call: (a) originates on AT&T-21STATE's network in one MTA; and, (b) is delivered to the Wireless Phone Handset of WSP's End User or the Wireless Phone Handset of a Third Party connected to a Cell Site located in another MTA.

2.114 "Paging Traffic" means 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-21STATE's network that results in the sending of a paging message over a paging or narrowband PCS frequency licensed to AT&T-21STATE.

2.115 "Party" means either WSP or the AT&T Inc.-owned ILEC(s) that is a Party to this Agreement. "Parties" means both WSP and the applicable AT&T Inc.-owned ILEC(s).

2.116 "Past Due" means when either Party fails to remit payment for any charges by the Bill Due Date, or if payment for any portion of the charges is received from either Party after the Bill Due Date, or if payment for any portion of the charges is received in funds which are not immediately available to Billing Party as of the Bill Due Date.

2.117 "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.

2.118 "POI" ("Point of Interconnection") means the physical location at which the Parties' networks meet for the purpose of establishing Interconnection.

2.119 "PNP" ("Permanent Number Portability") means 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.

2.120 "PSTN" (Public Switched Telephone Network) refers to a common carrier network that provides circuit switching between public users as defined in iconectiv Practice, BR-795-400-100 CLCI™MSG Codes.

2.121 "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.

2.122 "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.

2.123 "Remittance Information" means the information that must specify the Billing Account Numbers (BANs) paid, invoices paid and the amount to be applied to each BAN and invoice.

2.124 "Routing Point" means the 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 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.

2.125 "Selective Router" means/refers to the Central Office that provides the tandem switching of 9-1-1 calls. It controls delivery of the voice call with ANI to the PSAP and provides Selective Routing, Speed Calling, Selective Transfer, Fixed Transfer and certain maintenance functions for each PSAP. Also known as 9-1-1 Selective Routing Tandem.

2.126 "Service Start Date" means the date on which services were first supplied under this Agreement.

2.127 "Serving Wire Center (SWC)" means the Wire Center that serves the area in which the other Party's or a Third Party's Wire Center, aggregation point, point of termination, or point of presence is located.

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2.128 "Shared Facility Factor" means the factor used to allocate the cost of DS1 Interconnection Facilities based on proportionate use of the Facility between AT&T-21STATE and WSP.

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

2.130 "SPNP" ("Service Provider Number Portability") means synonymous with PNP.

2.131 "State Abbreviation" means the following:

2.131.1 "AL" means Alabama

2.131.2 "AR" means Arkansas

2.131.3 "CA" means California

2.131.4 "FL" means Florida

2.131.5 "GA" means Georgia

2.131.6 "IL" means Illinois

2.131.7 "IN" means Indiana

2.131.8 "KS" means Kansas

2.131.9 "KY" means Kentucky

2.131.10 "LA" means Louisiana

2.131.11 "MI" means Michigan

2.131.12 "MO" means Missouri

2.131.13 "MS" means Mississippi

2.131.14 "NC" means North Carolina

2.131.15 "SC" means South Carolina

2.131.16 "NV" means Nevada

2.131.17 "OH" means Ohio

2.131.18 "OK" means Oklahoma

2.131.19 "TN" means Tennessee

2.131.20 "TX" means Texas

2.131.21 "WI" means Wisconsin

2.132 "Surety Bond" means a bond from a bonding company with a credit rating by A.M. BEST better than a "B". The bonding company shall be certified to issue bonds in a state in which this Agreement is approved.

2.133 Switched Access Service means an offering of access to AT&T-21STATE'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.

2.134 "Tax" or "Taxes" means any and all federal, state, or local sales, use, excise, gross receipts, transfer, transaction or similar taxes or tax-like fees of whatever nature and however designated, including any charges or other payments, contractual or otherwise, for the use of streets or rights-of-way, whether designated as franchise fees or otherwise, and further including any legally permissible surcharge of or with respect to any of the foregoing, which are imposed or sought to be imposed on or with respect to, or measured by the charges or payments for, any products or services purchased under this Agreement.

2.135 "Telcordia" means Telcordia Technologies, Inc. or in the alternative, "iconectiv", where applicable.

2.136 "Telecommunications" means as defined in the Act.

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2.137 "Telecommunications Act of 1996 (Act)" means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47, U.S.C. Section 1 et. seq.).

2.138 "Telecommunications Carrier" means as defined in the Act.

2.139 "Telecommunications Service" means as defined in the Act.

2.140 "Terminating InterMTA Traffic" means traffic that, at the beginning of the call: (a) originates on WSP's network; (b) is sent from the Wireless Phone Handset of WSP's End User or the Wireless Phone Handset of a Third Party connected to a Cell Site located in one MTA; and (c) terminates on the AT&T-21STATE's network in another MTA.

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

2.142 "Third Party Traffic" means traffic carried by AT&T-21STATE acting as an intermediary that is originated and terminated by and between WSP and a Third Party Telecommunications Carrier.

2.143 "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.

2.144 "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-21STATE's network for the purpose of exchanging Authorized Services IntraMTA Traffic for purposes of Interconnection.

2.145 "Trunk-Side" means the Central Office Switch connection that is capable of, and has been programmed to treat the circuit as connecting to another switching entity (for example another Central Office Switch). Trunk-Side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.

2.146 "Unpaid Charges" means any charges billed to the Non-Paying Party that the Non-Paying Party did not render full payment to the Billing Party by the Bill Due Date, including when funds were not accessible.

2.147 "Wire Center" means a building or space within a building that serves as an aggregation point on a given Telecommunications Carrier's network, where transmission facilities are connected and traffic is switched. AT&T-21STATE's Wire Center can also denote a building in which one (1) or more Central Office Switches, used for the provision of Exchange Services and Switched Access Services are located.

2.148 Wireless Phone Handset means a combined telephone transmitter and receiver mounted on a handheld device that can make and receive CMRS calls over a radio link while moving around a wide geographic area.

2.149 "Wireless Service Request" ("WSR") means the industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of Interconnection.

3.0 Interpretation, Construction and Severability

3.1 Definitions:

3.1.1 When a term in this Agreement is capitalized, its meaning is as defined in this Agreement if the term is defined in the Agreement; or, if the term is not defined in this Agreement, as the term is defined in the Act. If the term is defined neither in this Agreement nor in the Act, the term shall be defined as customarily used in the Telecommunications industry as of the Effective Date. 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.

3.2 Headings Not Controlling:

3.2.1 The headings and numbering of Sections, Parts, Attachments, 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.

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3.2.2 This Agreement incorporates a number of Attachments which, together with their associated Exhibits, Schedules and Addenda, constitute the entire Agreement between the Parties. In order to facilitate use and comprehension of this Agreement, the Attachments 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 Attachment, Exhibit, Schedule or Addenda may otherwise have.

3.3 Referenced Documents:

3.3.1 Any reference throughout this Agreement to an industry guideline, AT&T-21STATE's technical guideline or referenced AT&T-21STATE business rule, guide or other such document containing processes or specifications applicable to the services provided pursuant to this Agreement, shall be construed to refer to only those provisions thereof that are applicable to these services, and shall include any successor or replacement versions thereof, all as they are amended from time to time and all of which are incorporated herein by reference, and may be found at AT&T-21STATE's website.

3.4 References:

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

3.5 Tariff References:

3.5.1 References to state tariffs throughout this Agreement shall be to the currently effective tariff for the state or jurisdiction in which the services were provisioned; provided however, where certain AT&T-21STATE's services or tariff provisions have been or become deregulated or detariffed, any reference in this Agreement to a detariffed or deregulated service or provision of such tariff shall be deemed to refer to the service description, price list or other agreement pursuant to which AT&T-21STATE provides such services as a result of detariffing or deregulation.

3.5.1.1 To the extent a tariff provision or rate is incorporated or otherwise applies between the Parties due to 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 WSP and only the AT&T-21STATE 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.

3.5.1.2 Where 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.

3.5.1.3 Any state or federal tariff references made within this Agreement, including all Attachments/Appendices, refer to tariffs filed by AT&T-21STATE, as such tariffs may be modified from time to time.

3.6 Conflict in Provisions:

3.6.1 If any definitions, terms or conditions in any given Attachment, Exhibit, Schedule or Addendum 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 Attachment, Exhibit, Schedule or Addendum. In particular, if an Attachment contains a Term length that differs from the Term length in the main body of this Agreement, the Term length of that Attachment will control the length of time that services or activities are to occur under that Attachment, but will not affect the Term length of the remainder of this Agreement.

3.7 Joint Work Product:

3.7.1 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.

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3.7.2 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 affect 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 products and/or services as a total arrangement and it is intended to be non-severable.

3.8 Incorporation by Reference:

3.8.1 All of the rates, terms and conditions ("Provisions") set forth in this Agreement (including any and all Attachments, and/or Schedules hereto) and every Interconnection product and/or service provided hereunder, are subject to all other Provisions contained in this Agreement and all such Provisions are integrally related.

3.9 State-Specific Rates, Terms and Conditions:

3.9.1 For ease of administration, this multi-state Agreement contains certain specified rates, terms and conditions which apply only in a designated state ("State-Specific terms").

3.9.2 State-Specific terms, as the phrase is described in Section 3.9.1 above, have been negotiated by the Parties only as to the state(s) where this Agreement has been executed, filed and approved. When the Parties negotiate an 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.

3.10 Scope of Obligations:

3.10.1 Notwithstanding anything to the contrary contained herein, AT&T-21STATE's obligations under this Agreement shall apply only to:

3.10.1.1 The specific operating area(s) or portion thereof in which AT&T-21STATE is then deemed to be the ILEC under the Act (the "ILEC Territory"); and

3.10.1.2 Assets that AT&T-21STATE owns or leases and which are used in connection with AT&T-21STATE's provision to WSP of any Interconnection products and/or services provided or contemplated under this Agreement, the Act or any tariff or ancillary agreement referenced herein (individually and collectively, the "ILEC Assets").

3.10.2 This Agreement sets forth the terms and conditions pursuant to which AT&T-21STATE agrees to provide WSP with access to Interconnection under Section 251(c)(2) in AT&T-21STATE's incumbent local Exchange Areas for the provision of WSP's Telecommunications Services. The Parties acknowledge and agree that AT&T-21STATE is only obligated to make available Interconnection under Section 251(c)(2) to WSP in AT&T-21STATE's incumbent local Exchange Areas. Therefore, the Parties understand and agree that the rates, terms and conditions, including references to tariff rates, terms and conditions, set forth in this Agreement shall only apply to the Parties and be available to WSP for provisioning Telecommunication Services within an AT&T-21STATE incumbent local Exchange Area(s) in the state in which this Agreement has been approved by the relevant state Commission and is in effect.

3.11 Affiliates:

3.11.1 This Agreement will not supersede a currently effective Interconnection agreement between any WSP Affiliate and AT&T-21STATE.

4.0 Notice of Changes - Section 251(c)(5)

4.1 Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise or to otherwise change and/or modify its network including, without limitation, through the retirement and/or replacement of equipment, 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").

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4.2 AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, on ninety (90) days Notice, any Service(s) or features of Service(s) offerings that are provided under this Agreement when AT&T-21STATE suspends, modifies, or terminates those offerings on a retail basis.

5.0 Responsibilities of the Parties

5.1 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-21STATE'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.

5.2 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.

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

5.4 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.

6.0 Insurance

6.1 At all times during the term of this Agreement, WSP shall keep and maintain in force at its own expense the following minimum insurance coverage and limits and any additional insurance and/or bonds required by Applicable Law:

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

6.1.1.1 maintain the insurance coverage and limits required by this Section 6.0 and any additional insurance and/or bonds required by law:

6.1.1.1.1 at all times during the term of this Agreement and until all work associated with this Agreement is completed, whichever is later;

6.1.1.1.2 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;

6.1.1.2 require each subcontractor who may perform work under this Agreement or enter upon the work site to maintain coverage, requirements, and limits at least as broad as those listed in this Section 6.0 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:

6.1.1.3 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, WSP may procure insurance from the state fund of the state where work is to be performed; and

6.1.1.4 deliver to AT&T-21STATE certificates of insurance stating the types of insurance and policy limits upon written request by AT&T. WSP, or its issuing insurance company, shall provide at least thirty (30) days advance written notice of cancellation, non-renewal, or reduction in coverage, terms, or limits to AT&T-21STATE. Upon AT&T's request, WSP shall deliver such certificates, and copy the AT&T Notices Manager herein:

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6.1.1.4.1 prior to implementation of this Agreement and prior to commencement of any work; and

6.1.1.4.2 prior to submitting any ASRs and/or any other service requests; and

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

6.1.1.4.4 within thirty (30) days of AT&T-21STATE request; and

6.1.1.4.5 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.

6.1.2 The Parties agree:

6.1.2.1 the failure of AT&T-21STATE to demand such certificate of insurance or failure of AT&T-21STATE to identify a deficiency will not be construed as a waiver of WSP's obligation to maintain the insurance required under this Agreement;

6.1.2.2 that the insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect WSP, nor be deemed as a limitation on WSP's liability to AT&T-21STATE in this Agreement;

6.1.2.3 WSP may meet the required insurance coverages and limits with any combination of primary and Umbrella/Excess liability insurance; and

6.1.2.4 WSP is responsible for any deductible or self-insured retention.

6.2 The insurance coverage required by this Section 6.0 includes:

6.2.1 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:

6.2.1.1 $500,000 for Bodily Injury – each accident; and

6.2.1.2 $500,000 for Bodily Injury by disease – policy limits; and

6.2.1.3 $500,000 for Bodily Injury by disease – each employee.

6.2.1.4 To the fullest extent allowable by Law, the policy must include a waiver of subrogation in favor of AT&T-21STATE, its Affiliates, and their directors, officers and employees.

6.2.1.5 In the states where Workers' Compensation insurance is a monopolistic state-run system, WSP shall add Stop Gap Employers Liability with limits not less than $1,000,000 each accident or disease; and

6.2.1.6 To the extent that any Work is subject to the Jones Act, the Longshore and Harbor Workers' Compensation Act, Federal Employers Liability Act, Continental Shelf, or the Defense Base Act, the Workers' Compensation policy must be endorsed to cover such liability under such Act.

6.2.2 Commercial General Liability insurance written on Insurance Service Office (ISO) Form CG 00 01 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:

Non-Collocating

6.2.2.1 $2,000,000 General Aggregate limit; and

6.2.2.2 $1,000,000 Each Occurrence; and

6.2.2.3 $1,000,000 Each Occurrence for Personal and Advertising Injury; and

6.2.2.4 $2,000,000 Products/Completed Operations Aggregate; and

6.2.2.5 $1,000,000 Damage to Premises Rented to You (Fire Legal Liability)

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6.2.2.6 The **Commercial General Liability** insurance policy must include AT&T-21STATE, its Affiliates, and their directors, officers, and employees as Additional Insureds on ISO endorsement(s):

6.2.2.6.1 CG 20 10 (premises or operations) ***AND*** CG 20 37 (products or completed operations); or

6.2.2.6.2 substitute form(s) providing equivalent coverage to 6.2.2.6.1 or 6.2.2.6.2 listed above

6.2.2.7 WSP shall also provide a copy of the Additional Insured endorsement to AT&T-21STATE. The Additional Insured endorsement may either be specific to AT&T-21STATE 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 sixty (60) calendar days of execution of this Agreement and within sixty (60) calendar days of each Commercial General Liability policy renewal; include a waiver of subrogation in favor of AT&T-21STATE, its Affiliates, and their directors, officers and employees; and

6.2.2.8 be primary and non-contributory with respect to any insurance or self-insurance that is maintained by AT&T-21STATE; and

6.2.2.9 not exclude Explosion, Collapse, and Underground Damage Liability from the Commercial General Liability policy for any Work involving explosives or any underground Work, and Explosion, Collapse, and Underground Damage Liability will have the same limit requirement as the Commercial General Liability policy; and

6.2.2.10 include a waiver of subrogation in favor of AT&T-21STATE, its affiliates, and their directors, officers, and employees.

6.2.3 Automobile Liability insurance with minimum limits of $1,000,000 combined single limit per accident for bodily injury and property damage, extending to all owned, hired, and non-owned vehicles.

6.2.4 Umbrella/Excess insurance with limits of at least $1,000,000 each occurrence with terms and conditions at least as broad as the underlying **Commercial General Liability**, **Business Auto Liabilit**y, and **Employers' Liability** policies. **Umbrella/Excess Liability** limits will be primary and non-contributory with respect to any insurance or self insurance that is maintained by AT&T-21STATE. If Additional Insured status is required on underlying policies, Additional Insured status will be added to **Umbrella/Excess Liability** on the same term

6.3 If WSP chooses self-insurance requirements as shown in Section 6.0, the following applies:

6.3.1 Workers' Compensation:

6.3.1.1 WSP shall provide a copy of the Certificate of Authority to Self Insure Workers' Compensation obligations issued by the state in which the operations are to be performed or the employer's state of hire; and

6.3.1.2 provide a copy of the Certificate of Authority annually for the term of this Agreement; and

6.3.1.3 obtain Workers' Compensation and Employers' Liability insurance immediately if the state rescinds the Certificate of Authority.

6.3.1.4 The option to self insure Workers' Compensation is specific to WSP and does not extend to subcontractors WSP may hire.

6.3.2 Commercial General Liability:

6.3.2.1 WSP shall provide a copy of the most recent audited financial statements with an unqualified opinion from the auditor and comply with one of the following three requirements:

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

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

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

6.3.3 Automobile Liability:

6.3.3.1 WSP shall provide 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; and

6.3.3.2 provide a copy of the Certificate of Authority annually for the term of this Agreement; and

6.3.3.3 obtain Automobile Liability insurance immediately if the state rescinds the Certificate of Authority to self insure Automobile Liability obligations.

6.3.3.4 The option to self-insure Automobile Liability is specific to WSP and does not extend to subcontractors WSP may hire.

6.4 This Section 6.0 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.

7.0 Assignment, Change in Control or Corporate Name Change

7.1 WSP may not assign or transfer this Agreement nor any rights or obligations hereunder, whether by operation of law, Change in Control, or otherwise, to a non-affiliated Third Party without the prior written consent of AT&T-21STATE. Any attempted assignment or transfer that is not permitted is void ab initio. For any proposed assignment or transfer WSP shall provide AT&T-21STATE with a minimum of one hundred twenty (120) days advance written Notice of any proposed assignment associated with a Carrier Company Code (ACNA/CIC/OCN) change or transfer of ownership of assets and request AT&T-21STATE's written consent. WSP's written Notice shall include the anticipated effective date of the proposed assignment or transfer. WSP agrees to negotiate and execute any transfer agreement(s) or other documents that AT&T-21STATE finds necessary to appropriately ensure proper documentation of the proposed assignment or transfer. Any attempted assignment or transfer that is not permitted is void as to AT&T-21STATE and need not be recognized by AT&T-21STATE unless it consents or otherwise chooses to do so for a more limited purpose.

7.2 WSP may assign or transfer this Agreement and all rights and obligations hereunder, whether by operation of law or otherwise, to an Affiliate by providing sixty (60) days advance written Notice of such assignment or transfer to AT&T-21STATE; provided that such assignment or transfer is not inconsistent with Applicable Law (including the Affiliate's obligation to obtain and maintain authority from the FCC and 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 an Affiliate if that Affiliate is a party to a separate interconnection agreement with AT&T-21STATE under Sections 251 and 252 of the Act. WSP agrees to negotiate and execute any transfer agreement(s) or other documents that AT&T-21STATE finds necessary to appropriately ensure proper documentation of the assignment or transfer. Any attempted assignment or transfer that is not permitted herein is void ab initio.

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

7.3.1 Any change in WSP's corporate name including the d/b/a, and including a name change due to assignment or transfer of this Agreement wherein only the WSP name is changing, and which does not include a change to WSP's OCN/ACNA, constitutes a WSP Name Change under this Section. For any such WSP Name Change, WSP will incur a record order charge for each WSP CABS BAN.

7.3.2 The Parties agree to amend this Agreement to reflect appropriately any WSP Name Change including a change in d/b/a.

7.4 Company Code Change:

7.4.1 Any assignment or transfer of this Agreement associated with the transfer or acquisition of "assets" provisioned under this Agreement, where the OCN/ACNA formerly assigned to such "assets" is changing constitutes a "Carrier Company Code Change" under this Section. For the purposes of this Section 7.0, "assets" means any Interconnection function, Facility, product or service provided under this Agreement. WSP shall provide AT&T-21STATE with ninety (90) days advance written Notice of any assignment associated with

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a Carrier Company Code Change and obtain AT&T-21STATE's consent. AT&T-21STATE shall not unreasonably withhold consent to a Carrier Company Code Change; provided, however, AT&T-21STATE's consent to any Carrier Company Code Change is contingent upon payment of any outstanding charges, including Collocation charges, if WSP has elected to collocate with AT&T-21STATE, owed under this Agreement and payment of any outstanding charges associated with the "assets" subject to the Carrier Company Code Change. In addition, WSP acknowledges that WSP may be required to tender additional Assurance of Payment to AT&T-21STATE, if requested under the terms of this Agreement.

7.4.2 For any Carrier Company Code Change, WSP must submit a service order to AT&T-21STATE changing the OCN/ACNA for each circuit ID number, as applicable. WSP shall pay the appropriate charges to AT&T-21STATE for each service order submitted to accomplish a WSP Company Code Change; such charges are contained in the applicable AT&T-21STATE tariffs. In addition, WSP shall pay any and all charges to AT&T-21STATE required for re-stenciling, re-engineering, changing locks and any other work necessary with respect to Collocation, if WSP has elected to collocate with AT&T-21STATE.

7.5 Failure to comply with any of the obligations in Section 7 shall be a material breach of this Agreement and shall entitle AT&T-21STATE to any and all remedies provided elsewhere in this Agreement.

8.0 Effective Date, Term and Termination

8.1 Effective Date:

8.1.1 With the exception of OHIO and WISCONSIN, the Effective Date of this Agreement shall be the earlier of ten (10) days after either the day (i) the Commission approves this Agreement under Section 252(e) of the Act, or (ii) this Agreement is deemed approved under Section 252(e)(4) of the Act. In OHIO, this Agreement's Effective Date is the day it is filed and it is deemed approved by operation of law on the 91st day after filing. In WISCONSIN, the Effective Date of this Agreement shall be ten (10) days after the mailing date of the final order approving this Agreement.

8.2 Unless terminated for breach (including nonpayment), the term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on July 7, 2023 (the "Expiration Date").

8.3 Termination for Non-Performance or Breach:

8.3.1 Notwithstanding any other provision of this Agreement, if WSP fails to perform a material obligation or breaches a material term of this Agreement, AT&T-21STATE is entitled to any and all remedies provided in this section or elsewhere in this Agreement for such nonperformance or breach, including, but not limited to (i) disconnection of any products and services provided under this Agreement; (ii) cancellation of any pending application, request, and/or order for new or additional products or services under this Agreement; or (iii) termination of this Agreement. Before terminating this Agreement, AT&T-21STATE shall send a written Notice to WSP. If WSP fails to cure such nonperformance or breach within thirty (30) days after written Notice thereof, then AT&T-21STATE will provide a subsequent written Notice terminating this Agreement and such termination shall take effect immediately upon receipt of written Notice by WSP. However, the cure period shall be fourteen (14) days, rather than thirty (30) days, for WSP's breach of Section 2.3.3 or 2.3.4 of Attachment 2 of this Agreement.

8.3.2 If AT&T-21STATE fails to perform a material obligation or breaches a material term of this Agreement, WSP is entitled to any and all remedies provided in this section or elsewhere in this Agreement for such a breach. If AT&T-21STATE fails to cure such nonperformance or breach within thirty (30) days after written Notice thereof, then WSP may terminate this Agreement after providing a subsequent written Notice of termination to AT&T-21STATE pursuant to the Notices Section hereof.

8.3.3 If, at any time, AT&T-21STATE is unable to contact WSP at the contact information provided in the Notices provision or at any other contact information provided by WSP under this Agreement, and there are no active services being provisioned under this Agreement, then AT&T-21STATE, at its discretion, may terminate this Agreement, without any liability whatsoever, upon sending written Notice to WSP pursuant to the Notices Section hereof.

8.4 Termination of Agreement after Initial Term:

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8.4.1 Where WSP has no End Users or is no longer purchasing any services under this Agreement, WSP may terminate this Agreement by providing "Notice of Termination" to AT&T-21STATE at any time after the initial term of this Agreement. After termination the Parties' liability for termination of this Agreement shall be limited to obligations under the Survival Section of this GT&C.

8.4.2 Where WSP has End Users and/or is purchasing services under this Agreement and either Party seeks to terminate this Agreement, WSP shall cooperate in good faith to effect an orderly transition of service under this Agreement. WSP shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End Users are transitioned to a new carrier or disconnected prior to the expiration or termination date of this Agreement.

8.4.3 At any time after one hundred and eighty (180) days before expiration of the term, either Party may serve a "Notice of Expiration" or "Notice of Termination" (if served after Expiration). If WSP serves the Notice and wishes to pursue a successor agreement with AT&T-21STATE, WSP shall attach to its Notice a written request to commence negotiations with AT&T-21STATE under Sections 251/252 of the Act, and identify each of the state(s) to which the successor agreement will apply. If AT&T-21STATE serves the Notice, WSP shall have ten (10) days to provide AT&T-21STATE written response to the Notice of Expiration or Termination, indicating whether WSP wishes to pursue a successor agreement with AT&T-21STATE or terminate this Agreement. If WSP wishes to pursue a successor agreement with AT&T-21STATE, WSP shall attach a written request to commence negotiations with AT&T-21STATE under Sections 251/252 of the Act and identify each of the state(s) to which the successor agreement will apply. Upon receipt of WSP's Section 252(a)(1) request, the Parties shall commence good faith negotiations for a successor agreement.

8.4.4 If the Parties are in "Active Negotiations" (negotiations within the statutory clock established in the Act under Section 252(b)) or have filed for arbitration with the Commission, upon the Expiration Date of this Agreement, AT&T-21STATE shall continue to offer services to WSP pursuant to the rates, terms and conditions set forth in this Agreement until a successor agreement becomes effective between the Parties. AT&T-21STATE's obligation to provide services under this Agreement beyond the Expiration Date is conditioned upon WSP's adherence to the timeframes established within Section 252(b) of the Act. If WSP does not adhere to said timeframes or WSP withdraws its arbitration or seeks an extension of time or continuance of such arbitration without AT&T-21STATE's consent, AT&T-21STATE may provide Notice to WSP that all services provided thereafter shall be pursuant to the rates, terms and conditions set forth in AT&T-21STATE's then current standard CMRS agreement as found on the AT&T Prime Access website as of the date of the Notice.

8.4.5 Either on or following the Expiration Date of this Agreement, if the Parties have not entered into a new agreement or are not in Active Negotiations as described in Section 8.4.4 above, this Agreement shall remain in full force and effect on a month to month basis unless both Parties mutually agree to terminate, or either Party provides "Notice of Termination" as provided for in Section 8.4.

8.4.6 AT&T-21STATE may reject a request under Section 252 to initiate negotiations for a new agreement if WSP has an outstanding balance under this Agreement that is Past Due. WSP may send a subsequent Notice under Section 252 when the outstanding balance has been paid in full.

9.0 Assurance of Payment

9.1 WSP will provide AT&T-21STATE with the completed AT&T-21STATE Credit Application form and provide information to AT&T-21STATE regarding WSP's credit and financial condition.

9.2 Assurance of Payment may be requested by AT&T-21STATE when:

9.2.1 WSP has no established credit history with AT&T or WSP's credit, financial condition, or credit worthiness is impaired as reasonably determined by AT&T-21STATE based on its analysis of the AT&T-21STATE Credit Application and other relevant information from WSP or Third Party financial sources regarding WSP's credit and financial condition; or

9.2.2 WSP fails to pay timely a bill rendered to WSP by AT&T-21STATE (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which WSP has complied with all requirements set forth in Section 11.4 below); or

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9.2.3 WSP's gross monthly billing has increased. In such instance, AT&T-21STATE reserves the right to request additional Assurance of Payment (or to require an Assurance of Payment if none was previously requested) and/or file a Uniform Commercial Code (UCC-1) security interest in WSP's "accounts receivables and proceeds"; or

9.2.4 WSP admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.

9.3 If AT&T-21STATE requires WSP to provide an Assurance of Payment, WSP shall provide such Assurance of Payment prior to the inauguration of service or within fifteen (15) days of AT&T-21STATE's request, as applicable. Assurance of Payment request Notices will be sent to WSP via certified mail or overnight delivery. Such Notice period will start the day after the Assurance of Payment Notice is sent by certified mail or overnight delivery.

9.4 Unless otherwise agreed by the Parties, the Assurance of Payment will consist of:

9.4.1 a Cash Deposit; or

9.4.2 a Letter of Credit; or

9.4.3 a Surety Bond.

9.5 The Cash Deposit, Letter of Credit or Surety Bond must be the greater of an amount up to three (3) months anticipated charges (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), a minimum of $10,000 per legal entity, per state as submitted on the credit application or as reasonably determined by AT&T-21STATE, for the Interconnection product and/or services, and Collocation or any other functions, facilities, products and/or services to be furnished by AT&T-21STATE under this Agreement. Estimated billings are calculated based upon the monthly average of the previous six (6) months current billings, if WSP has received service from AT&T-21STATE during such period at a level comparable to that anticipated to occur over the next six (6) months. If either WSP or AT&T-21STATE has reason to believe that the level of service to be received during the next six (6) months will be materially higher or lower than received in the previous six (6) months, WSP and AT&T-21STATE shall agree on a level of estimated billings based on all relevant information.

9.6 AT&T-21STATE reserves the right to request that WSP submit an updated Credit Application and provide a larger Assurance of Payment in the event that this Agreement is amended to add additional states and/or entities.

9.7 To the extent that AT&T-21STATE elects to require a Cash Deposit, the Parties intend that the provision of such Cash Deposit shall constitute the grant of a security interest in the Cash Deposit pursuant to Article 9 of the Uniform Commercial Code in effect in any relevant jurisdiction.

9.8 Interest on a Cash Deposit shall accrue and be applied or refunded in accordance with the terms in the applicable AT&T-21STATE state tariff. AT&T-21STATE will not pay interest on a Letter of Credit or a Surety Bond.

9.9 AT&T-21STATE may, but is not obligated to, draw on the Letter of Credit, Surety Bond, or the Cash Deposit, as applicable, upon the occurrence of any one of the following events:

9.9.1 WSP owes AT&T-21STATE undisputed charges under this Agreement that are more than thirty (30) calendar days past due; or

9.9.2 WSP admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding; or

9.9.3 The expiration or termination of this Agreement.

9.10 If AT&T-21STATE draws on the Letter of Credit, Surety Bond, or Cash Deposit, upon request by AT&T-21STATE, WSP will provide a replacement or supplemental Letter of Credit, Surety Bond or Cash Deposit conforming to the requirements of Section 9.5 above.

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9.11 Notwithstanding anything else set forth in this Agreement, if AT&T-21STATE makes a request for Assurance of Payment in accordance with the terms of this Section 9.0 then AT&T-21STATE shall have no obligation thereafter to perform under this Agreement until such time as WSP has furnished AT&T-21STATE with the Assurance of Payment requested; provided, however, that AT&T-21STATE will permit WSP a minimum of fifteen (15) days to respond to a request for Assurance of Payment before assessing charges as set forth in this Section 9.0.

9.12 In the event WSP fails to provide AT&T-21STATE with a suitable form of Assurance of Payment or additional Assurance of Payment as required herein, defaults on WSP's account(s), or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time required, service to WSP may be suspended, discontinued or terminated in accordance with the terms of Section 11.0 below. Upon termination of services, AT&T-21STATE shall apply any Assurance of Payment to WSP's final bill for its account(s).

9.13 A Cash Deposit held by AT&T-21STATE shall be returned to WSP if the following conditions have been met:

9.13.1 Payment was made on bills rendered to WSP by AT&T-21STATE (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which WSP has complied with all requirements set forth in Section 11.4 below) as of the Bill Due Date for all but one time during the prior twelve (12) month period and all payments that were made with checks were honored; and

9.13.2 There has been no impairment of the established credit and/or financial health from information available from financial sources, including but not limited to Moody's, Standard and Poor's, and the Wall Street Journal. Financial information about WSP that may be considered includes, but is not limited to, investor warning briefs, rating downgrades, and articles discussing pending credit problems.

9.14 The fact that a Cash Deposit, Surety Bond, or Letter of Credit is requested by AT&T-21STATE shall in no way relieve WSP from timely compliance with all payment obligations under this Agreement (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), nor does it constitute a waiver or modification of the terms of this Agreement pertaining to disconnection or re-entry for non-payment of any amounts required to be paid hereunder.

9.15 At least seven (7) days prior to the expiration of any Letter of Credit provided by WSP as Assurance of Payment under this Agreement, WSP shall renew such Letter of Credit or provide AT&T-21STATE with evidence that WSP has obtained a suitable replacement for the Letter of Credit. If WSP fails to comply with the foregoing, AT&T-21STATE thereafter shall be authorized to draw down the full amount of such Letter of Credit and utilize the cash proceeds as Assurance of Payment for WSP accounts(s). If WSP provides an Assurance of Payment or additional Assurance of Payment in the form of a Surety Bond as required herein, WSP shall renew the Surety Bond or provide AT&T-21STATE with evidence that WSP has obtained a suitable replacement for the Surety Bond at least seven (7) days prior to the cancellation date of the Surety Bond. If WSP fails to comply with the foregoing, AT&T-21STATE thereafter shall be authorized to take action on the Surety Bond and utilize the cash proceeds as Assurance of Payment for WSP's account(s). If the credit rating of any bonding company that has provided WSP with a Surety Bond provided as Assurance of Payment hereunder has fallen below "B", AT&T-21STATE will provide written Notice to WSP that WSP must provide a replacement bond or other suitable Assurance of Payment within fifteen (15) days of AT&T-21STATE's written Notice. If WSP fails to comply with the foregoing, AT&T-21STATE thereafter shall be authorized to take action on the Surety Bond and utilize the cash proceeds as Assurance of Payment for WSP's account(s). Notwithstanding anything contained in this Agreement to the contrary, AT&T-21STATE shall be authorized to draw down the full amount of any Letter of Credit or take action on any Surety Bond provided by WSP as Assurance of Payment hereunder if WSP defaults on its account(s) or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time, as required herein.

10.0 Billing and Payment of Charges

10.1 Unless otherwise stated, each Party will render monthly bill(s), remittance in full by the Bill Due Date, to the other for Interconnection products and/or services provided hereunder at the applicable rates set forth in the Pricing Schedule.

10.2 Invoices:

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10.2.1 Invoices shall comply with nationally accepted standards agreed upon by the Ordering and Billing Forum (OBF) for billing access traffic. Invoices from WSP, if any, shall contain sufficient detail to substantiate the billing.

10.2.2 The 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.

10.2.3 Invoices between the Parties have to be at a state level and shall include, but not be limited to the following pertinent 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

10.2.4 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)

10.2.5 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.

10.2.6 The Parties' invoices will include traffic by the End Office Switch/Tandem Office 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.

10.2.7 When AT&T-21STATE is unable to reflect an adjustment for shared Facilities on an invoice, WSP will separately invoice AT&T-21STATE for AT&T-21STATE's share of the cost of such Facilities as provided in this Agreement thirty (30) days following receipt by WSP of AT&T-21STATE's invoice.

10.2.8 There will be no offset by the Billed Party of payments due herein against any other amount owed by one Party to the other Party.

10.3 A Late Payment Charge will be assessed for all Past Due payments as provided below, as applicable.

10.3.1 If any portion of the payment is not received by the Billing Party on or before the Bill Due date as set forth above, or if any portion of the payment is received by the Billing Party in funds that are not immediately available to the Billing Party, then a late payment and/or interest charge shall be due to the Billing Party. The late payment and/or interest charge shall apply to the portion of the payment not received and shall be assessed as set forth in the applicable state tariff, or, if no applicable state tariff exists, as set forth as published on the AT&T-21STATE website, or pursuant to the applicable state law as determined by the Billing Party. 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. In addition to any

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applicable late payment and/or interest charges, the Billed Party may be charged a fee for all returned checks at the rate set forth in the applicable state tariff, or, if no applicable tariff exists, as set forth pursuant to the applicable state law.

10.4 If any charge incurred by the Billed Party under this Agreement is Past Due, the unpaid amounts will accrue interest from the day following the Bill Due Date until paid. The interest rate applied will be the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable AT&T-21STATE intrastate access services tariff for that state or (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the Bill Due Date to and including the date that the payment is actually made and available.

10.5 The Remittance Information to apply payments must accompany the payment. Payment is considered to have been made when the payment and Remittance Information are received by the Billing Party. If the Remittance Information is not received with payment, the Billing Party will be unable to apply amounts paid to the Billed Party's accounts. In such event, the Billing Party shall hold such funds until the Remittance Information is received. If the Billing Party does not receive the Remittance Information by the Bill Due Date for any account(s), Late Payment Charges shall apply.

10.6 WSP shall make all payments to AT&T-21STATE via electronic funds transfers (EFTs) through the Automated Clearing House Association (ACH) to the financial institution designated by AT&T-21STATE. Remittance Information will be communicated together with the funds transfer via the ACH network. WSP must use the CCD+ or the CTX Standard Entry Class code. WSP and AT&T-21STATE will abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each ACH payment must be received by AT&T-21STATE no later than the Bill Due Date of each bill or Late Payment Charges will apply. AT&T-21STATE is not liable for any delays in receipt of funds or errors in entries caused by WSP or Third Parties, including WSP's financial institution. WSP is responsible for its own banking fees.

10.7 Prior to establishing EFT, WSP will complete a Customer Information Form for Electronic Payments (ECF11 Form) found on the AT&T Prime Access website. This form provides AT&T-21STATE with WSP's set up and contract information for electronic payments. AT&T-21STATE banking information will be provided by AT&T-21STATE Treasury & Remittance Operations on AT&T-21STATE approved forms after WSP's completed ECF11 form is received, testing has completed and certification confirmed.

10.8 Processing of payments not made via electronic funds transfers through the ACH network may be delayed. WSP is responsible for any Late Payment Charges resulting from WSP's failure to use electronic funds transfers through the ACH network.

10.9 If Unpaid Charges are subject to a billing dispute between the Parties, WSP must, within 30 days of the Bill Due Date, give written Notice to AT&T-21STATE of the Disputed Amounts and include in such written Notice the specific details and reasons for disputing each item listed in Section 12.4 below. WSP should utilize the preferred form or method provided by AT&T-21STATE to communicate disputes to AT&T-21STATE. On or before the Bill Due Date, WSP must pay: (i) all undisputed amounts to AT&T-21STATE and (ii) all Disputed Amounts into an interest bearing escrow account with a Third Party escrow agent that is mutually agreed upon by the Parties.

10.10 Identification of circumstances in which the Non-Paying Party shall not be required to pay a Disputed Amount into an escrow account:

10.10.1 The Non-Paying Party shall not be required to pay a Disputed Amount into an escrow account if its total Disputed Amounts not paid into escrow do not exceed $50,000.

10.10.2 The Non-Paying Party shall not be required to pay a Disputed Amount into an escrow account if it has established a minimum of 12 consecutive months of timely payment history and its total outstanding and unpaid invoice charges do not exceed 10 percent of the then current monthly billing to said Non-Paying Party.

10.10.3 If the Billed Party believes in good faith that a billed amount is incorrect by reason of a clerical or arithmetic error (e.g., erroneous use of a $0.50 rate when applicable rate for the service billed is $0.05, or multiplication by 1220 units when actual number of units was 220), the Billed Party may dispute the bill by bringing the asserted error to the Billing Party's attention without paying the Disputed Amount into an escrow account. Upon the assertion of such a dispute,

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10.10.3.1 If the Billing Party agrees in all respects with the Billed Party's assertion of the error, the Billing Party will correct the error.

10.10.3.2 If the Billing Party agrees that a billing error has apparently occurred, but requires additional time for investigation or to ascertain the correct amount, the Billing Party will notify the Disputing Party in writing of the portion of its invoice, if any, that the Disputing Party is required to pay or escrow pending resolution of the dispute, with the amount of any required escrow to be reasonable under the circumstances. The Non-Paying Party shall pay into escrow as set forth in Section 10.12 below the amount reasonably specified by the Billing Party within five Business Days of its receipt of such specification, and if (but only if) the Non-Paying Party does so, the payment into escrow will be deemed to have been made for purposes of perfection of the dispute, on the date on which the Billed Party initially disputed the bill under subsection 10.10.3.

10.11 If the Billing Party determines in good faith that no billing error has occurred, the Billing Party will so notify the Non-Paying Party, and may demand that the Non-Paying Party pay the Disputed Amount into escrow if it wishes to dispute the bill. Within five Business Days of its receipt of such a demand, the Disputing Party shall pay the Disputed Amount into an interest bearing escrow account as set forth in Section 10.12 below, and if (but only if) the Disputing Party does so, the payment into escrow will be deemed to have been made, for purposes of perfection of the billing dispute, as of the date on which the Billed Party initially disputed the bill under subsection 10.10.3.

10.12 Requirements to Establish Escrow Accounts:

10.12.1 To be acceptable, the Third Party escrow agent must meet all of the following criteria:

10.12.1.1 The financial institution proposed as the Third Party escrow agent must be located within the continental United States;

10.12.1.2 The financial institution proposed as the Third Party escrow agent may not be an Affiliate of either Party; and

10.12.1.3 The financial institution proposed as the Third Party escrow agent must be authorized to handle ACH credit transfers.

10.12.2 In addition to the foregoing requirements for the Third Party escrow agent, the Disputing Party and the financial institution proposed as the Third Party escrow agent must agree in writing furnished to the Billing Party that the escrow account will meet all of the following criteria:

10.12.2.1 The escrow account must be an interest bearing account;

10.12.2.2 all charges associated with opening and maintaining the escrow account will be borne by the Disputing Party;

10.12.2.3 that none of the funds deposited into the escrow account or the interest earned thereon may be used to pay the financial institution's charges for serving as the Third Party escrow agent;

10.12.2.4 all interest earned on deposits to the escrow account will be disbursed to the Parties in the same proportion as the principal; and

10.12.2.5 disbursements from the escrow account will be limited to those:

10.12.2.5.1 authorized in writing by both the Disputing Party and the Billing Party (that is, signature(s) from representative(s) of the Disputing Party only are not sufficient to properly authorize any disbursement); or

10.12.2.5.2 made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of Section 12.7 below; or

10.12.2.5.3 made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the arbitrator's award pursuant to Section 12.7 below.

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10.13 Disputed Amounts in escrow that are resolved in favor of the Billing Party will be subject to Late Payment Charges as set forth in Section 10.3 above.

10.14 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the dispute resolution provisions set forth in Section 12.0 below.

10.15 If the Non-Paying Party disputes any charges and any portion of the dispute is resolved in favor of such Non-Paying Party, the Parties will cooperate to ensure that all of the following actions are completed:

10.15.1 the Billing Party will credit the invoice of the Non-Paying Party for that portion of the Disputed Amounts resolved in favor of the Non-Paying Party, together with any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after resolution of the dispute;

10.15.2 within ten (10) Business Days after resolution of the dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Non-Paying Party will be released to the Non-Paying Party, together with any interest accrued thereon;

10.15.3 within ten (10) Business Days after resolution of the dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Billing Party will be released to the Billing Party, together with any interest accrued thereon; and

10.15.4 no later than the third (3rd) Bill Due Date after the resolution of the dispute, the Non-Paying Party will pay the Billing Party the difference between the amount of accrued interest the Billing Party received from the escrow disbursement and the amount of Late Payment Charges the Billing Party is entitled to receive pursuant to Section 10.3 above.

10.16 If the Non-Paying Party disputes any charges and the entire dispute is resolved in favor of the Billing Party, the Parties will cooperate to ensure that all of the actions required by Section 10.15.1 above and Section 10.15.3 above are completed within the times specified therein.

10.17 Failure by the Non-Paying Party to pay any charges determined to be owed to the Billing Party within the time specified in Section 10.15 above shall be grounds for termination of the Interconnection product and/or services provided under this Agreement.

10.18 WSP will notify AT&T-21STATE at least ninety (90) days or three (3) monthly billing cycles prior to any billing changes. At that time a sample of the new invoice will be provided so that AT&T-21STATE has time to program for any changes that may impact validation and payment of the invoices. If notification is not received in the specified time frame, then invoices will be held and not subject to any Late Payment Charges, until the appropriate amount of time has passed to allow AT&T-21STATE the opportunity to test the new format and make changes deemed necessary.

11.0 Nonpayment and Procedures for Disconnection

11.1 If a Party is furnished Interconnection products and/or services under the terms of this Agreement in more than one (1) state, language in Section 11.2 below through Section 11.11 below inclusive, shall be applied separately for each such state.

11.2 Failure to pay charges shall be grounds for disconnection of Interconnection products and/or services furnished under this Agreement. If a Party fails to pay any Unpaid Charges billed to it under this Agreement, including but not limited to any Late Payment Charges excluding Disputed Amounts, and any portion of such Unpaid Charges remain unpaid after the Bill Due Date, the Billing Party may send a written demand for payment to such Non-Paying Party. The Non-Paying Party must remit all Unpaid Charges, excluding Disputed Amounts, to the Billing Party within fifteen (15) days of the written demand for payment.

11.3 AT&T-21STATE will also provide any written notice of disconnection to any Commission as required by any State Order or Rule.

11.4 If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party must complete all of the following actions not later than fifteen (15) days following receipt of the Billing Party's written demand for payment:

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11.4.1 notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total Disputed Amounts and the specific details listed in Section 12.4 below of this Agreement, together with the reasons for its dispute; and

11.4.2 pay all undisputed Unpaid Charges to the Billing Party; and

11.4.3 pay all Disputed Amounts into an interest bearing escrow account that complies with the requirements set forth in Section 10.12 above; and

11.4.4 furnish written evidence to the Billing Party that the Non-Paying Party has established an interest bearing escrow account that complies with all of the terms set forth in Section 10.12 above and deposited a sum equal to the Disputed Amounts into that account. Until evidence that the full amount of the Disputed Charges has been deposited into an escrow account that complies with Section 10.12 above is furnished to the Billing Party, such Unpaid Charges will not be deemed to be "disputed" under Section 12.0 below.

11.5 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the dispute resolution provision set forth in Section 12.0 below.

11.6 The Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law, provide a second written demand to the Non-Paying Party for payment of any of the unmet obligations within ten (10) Business Days if the Non-Paying Party fails to:

11.6.1 pay any undisputed Unpaid Charges in response to the Billing Party's written demand for payment as described in Section 11.2 above;

11.6.2 deposit the disputed portion of any Unpaid Charges into an interest bearing escrow account that complies with all of the terms set forth in Section 10.12 above within the time specified in Section 11.44 above;

11.6.3 timely furnish any Assurance of Payment requested in accordance with Section 9.0 above; or

11.6.4 make a payment in accordance with the terms of any mutually agreed payment arrangement.

11.7 On the day that the Billing Party provides such written demand to the Non-Paying Party as described in Section 11.6, in addition to exercising any other rights or remedies it may have under Applicable Law, the Billing Party may also exercise any or all of the following options:

11.7.1 suspend acceptance of any application, request or order from the Non-Paying Party for new or additional Interconnection products and/or services under this Agreement;

11.7.2 and/or suspend completion of any pending application, request or order from the Non-Paying Party for new or additional Interconnection products and/or services under this Agreement.

11.8 Notwithstanding anything to the contrary in this Agreement, the Billing Party's exercise of any of its options under Sections 11.7.1 above and 11.7.2 will not delay or relieve the Non-Paying Party's obligation to pay all charges on each and every invoice on or before the applicable Bill Due Date; and

11.9 If the Non-Paying Party fails to pay the Billing Party on or before the date specified in the demand provided under Section 11.6 above of this Agreement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law:

11.9.1 cancel any pending application, request or order for new or additional Interconnection products and/or services under this Agreement;

11.9.2 disconnect any interconnection products and/or services furnished under this Agreement; and

11.9.3 discontinue providing any Interconnection products and/or services furnished under this Agreement.

11.9.4. Notwithstanding any inconsistent provisions in this Agreement, discontinuance of service by AT&T INDIANA will comply with Indiana Utility Regulatory Commission rule 70 IAC 7-6.

11.10 In any proceeding in which the Billed Party seeks to enjoin the Billing Party, either temporarily or permanently, from exercising any of the rights set forth in this Section 11, the Billed Party must, in order to obtain the requested injunctive

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relief, prove by clear and convincing evidence that it has complied with the requirements enumerated in Sections 11.6.1 through 11.6.4 above, and in the absence of such proof, no such injunctive relief shall be available.

11.11 Limitation on Back-billing and Credit Claims; Exceptions to Limitation for Certain Situations (True-Ups):

11.11.1 Notwithstanding anything to the contrary in this Agreement, a Party shall be entitled to:

11.11.1.1 Back-bill for or claim credit for any charges for services provided pursuant to this Agreement that are found to be unbilled, under-billed or over-billed, but only when such charges appeared or should have appeared on a bill dated within the twelve (12) months immediately preceding the date on which the Billing Party provided written notice to the Billed Party of the amount of the back-billing or the Billed Party provided written notice to the Billing Party of the claimed credit amount. The Parties agree that the twelve (12) month limitation on back-billing and credit Claims set forth in the preceding sentence shall be applied prospectively only after the Effective Date of this Agreement, meaning that the twelve (12) month period for any back-billing or credit Claims may only include billing periods that fall entirely after the Effective Date of this Agreement and will not include any portion of any billing period that began prior to the Effective Date of this Agreement. Nothing herein shall prohibit either Party from rendering bills or collecting for any Interconnection products and/or services more than twelve (12) months after the Interconnection products and/or services was provided when the ability or right to charge or the proper charge for the Interconnection products and/or services was the subject of an arbitration or other Commission docket or any FCC order, including any appeal of such arbitration, docket or FCC order. In such cases, (hereinafter a "true-up") the time period for billing shall be the longer of (a) the period specified by the FCC or Commission in the final order allowing or approving such change; or (b) eighteen (18) months from the date of the final order allowing or approving such charge; or (c) twelve (12) months from the date of approval of any executed amendment to this Agreement required to implement such charge.

11.11.1.2 Back-billing and credit claims, and true-ups as limited above, will apply to all Interconnection products and/or services purchased under this Agreement.

12.0 Dispute Resolution

12.1 Finality of Disputes:

12.1.1 Except as otherwise specifically provided for in this Agreement, no Claim may be brought for any dispute arising from this Agreement more than twelve (12) 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.

12.1.2 Notwithstanding anything contained in this Agreement to the contrary, a Party shall be entitled to dispute only those charges which appeared on a bill dated within the twelve (12) months immediately preceding the date on which the Billing Party received notice of such Disputed Amounts.

12.2 Alternative to Litigation:

12.2.1 The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, the Parties agree to use the following dispute resolution procedures with respect to any controversy or Claim arising out of or relating to this Agreement or its breach.

12.3 Commencing Dispute Resolution:

12.3.1 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, each of which is described further below:

12.3.1.1 Service Center dispute resolution;

12.3.1.2 Informal dispute resolution; and

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12.3.1.3 Formal dispute resolution.

12.4 Service Center Dispute Resolution - The following dispute resolution procedures will apply with respect to any billing dispute arising out of or relating to this Agreement. Written notice sent to AT&T-21STATE for Disputed Amounts must be made on the "Billing Claims Dispute Form".

12.4.1 If the written notice given pursuant to this Section 12.3 above discloses that the dispute relates to billing, then the procedures set forth in Section 11.4 shall be used.

12.4.2 For a billing dispute submitted by WSP, the dispute shall first be processed by the appropriate service center for resolution.

12.4.3 In order to resolve a billing dispute, the Disputing Party shall furnish the other Party written notice of:

12.4.3.1 the date of the bill in question;

12.4.3.2 the account number or other identification (WSP must provide the CBA/ESBA/ASBS or BAN number) of the bill in question;

12.4.3.3 telephone number, circuit ID number or trunk number in question;

12.4.3.4 any USOC (or other descriptive information) information relating to the item questioned;

12.4.3.5 amount billed;

12.4.3.6 amount in dispute; and

12.4.3.7 the reason that the Disputing Party disputes the billed amount.

12.4.4 When WSP is the Disputing Party, WSP must provide evidence to AT&T-21STATE that WSP has either paid the Disputed Amount or established an interest bearing escrow account that complies with the requirements set forth in Section 10.12 above of this Agreement and deposited all Unpaid Charges relating to services into that escrow account in order for that billing Claim to be deemed a "dispute". Failure to provide the information and evidence required by Section 12.0 above not later than thirty (30) days following the Bill Due Date shall constitute WSP's irrevocable and full waiver of its right to dispute the subject charges.

12.4.5 The Parties shall attempt to resolve Disputed Amounts appearing on invoices within sixty (60) days of the Billing 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 Billing Party shall advise the Disputing Party of the status of the dispute and the expected resolution date.

12.4.6 If the Disputing Party is not satisfied by the resolution of the billing dispute under this Section 12.4 above, the Disputing Party may notify the Billing Party in writing that the Disputing Party wishes to invoke the Informal Resolution of Disputes afforded pursuant to Section 12.5 below of this Agreement.

12.5 Informal Dispute Resolution:

12.5.1 Upon receipt by one Party of notice of a dispute by the other Party pursuant to Section 12.3 above or Section 12.4.6 above 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 concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

12.6 Formal Dispute Resolution:

12.6.1 If the Parties are unable to resolve the dispute through the informal procedure described in Section 12.5 above, then either Party may invoke the formal dispute resolution procedures described in this Section 12.6.

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Unless agreed among all Parties, formal dispute resolution procedures, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) days after receipt of the letter initiating dispute resolution under Section 12.3 or 12.4.6 above.

12.6.2 Claims Subject to Arbitration:

12.6.2.1 Claims will be subject to arbitration pursuant to Section 12.7 below 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.

12.6.3 Claims Not Subject to Arbitration:

12.6.3.1 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:

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

12.6.3.1.2 Actions to compel compliance with the dispute resolution process.

12.6.3.1.3 All Claims arising under federal or state statute(s), including antitrust Claims.

12.7 Arbitration:

12.7.1 Disputes subject to arbitration under the provisions of this Agreement will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. The arbitrator shall be knowledgeable of telecommunications issues. Each arbitration will be held in Atlanta, Georgia for AT&T SOUTHEAST REGION 9-STATE; Dallas, Texas for AT&T SOUTHWEST REGION 5-STATE; Chicago, Illinois for AT&T MIDWEST REGION 5-STATE; San Francisco, California for AT&T CALIFORNIA; or Reno, Nevada for AT&T NEVADA; as appropriate, unless the Parties agree otherwise. The arbitration hearing will be requested to commence within sixty (60) days of the demand for arbitration. The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all disputes. 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 12.7 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.

13.0 Audits

13.1 Subject to the restrictions set forth in Section 21.0 below and except as may be otherwise expressly provided in this Agreement, the Auditing Party may audit the Audited Party's books, records, data and other documents, as provided herein, once annually, with the audit period commencing not earlier than the 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, if an audit finds (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

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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, the Auditing Party may conduct the next audit at a time of its choosing, without regard to the once annually limitation.

13.2 The Parties also must mutually agree on a written scope of the audit and the billing and invoices to be audited prior to the initiation of the audit.

13.3 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.

13.4 Such audit shall be conducted by an independent auditor acceptable to both Parties. Auditing Party shall insure that the independent auditor executes a nondisclosure agreement in a form agreed upon by the Parties prior to engaging in any audit work.

13.5 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. Except where to do so would defeat the purpose of the audit, the Audited Party may redact from the books, records and other documents provided to the auditor any Audited Party information that reveals the identity of End Users of Audited Party.

13.6 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.

13.7 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 10.3.1 above (depending on the AT&T-owned 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.

13.8 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.

13.9 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 13.1 above. Any additional audit shall be at the requesting Party's expense.

14.0 Disclaimer of Representations and Warranties

14.1 DISCLAIMER. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, PRODUCTS, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

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15.0 Limitation of Liability

15.1 Except for any indemnification obligations of the Parties hereunder, each Party's liability to the other for any Loss relating to or arising out of any cause whatsoever, including any negligent act or omission (whether willful or inadvertent) whether based in contract, tort, strict liability or otherwise, relating to the performance of this Agreement, shall not exceed a credit for the actual cost of the Facilities, products, services or functions not performed or provided or improperly performed or provided.

15.2 Except as otherwise expressly provided in specific Attachments, 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.

15.3 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 products and/or 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 products and/or 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 15.0.

15.4 Neither WSP nor AT&T-21STATE 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 15.0 to indemnify, defend, and hold harmless the other Party 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 products and/or 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.

15.5 AT&T-21STATE 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 services.

15.6 This Section 15.0 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. Both Parties acknowledge that they negotiated regarding alternate limitation of liability provisions but that such provisions would have altered the cost, and thus the price, of providing the Interconnection functions, facilities, products and services available hereunder, and no different pricing reflecting different costs and different limits of liability was agreed to.

16.0 Joint and Several Liability

16.1 In the event that WSP consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, or any Third Party places orders under this Agreement using WSP's company codes or identifiers, all such entities shall be jointly and severally liable for WSP's obligations under this Agreement.

17.0 Indemnity

17.1 Except as otherwise expressly provided herein or in specific Attachments, each Party shall be responsible only for the Interconnection products and/or services which are provided by that Party, its authorized agents, subcontractors, or

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others retained by such Parties, and neither Party shall bear any responsibility for the Interconnection products and/or services provided by the other Party, its agents, subcontractors, or others retained by such Parties.

17.2 Except as otherwise expressly provided herein or in specific Attachments, 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 harmless such Indemnified Party 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 products and/or 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.

17.3 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 its End User regardless of whether the underlying Interconnection product and/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.

17.4 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 products and/or services provided under this Agreement involving:

17.4.1 Any Claim or Loss arising from such Indemnifying Party's use of Interconnection products and/or 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.

17.4.1.1 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 products and/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 products and/or services provided pursuant to this Agreement.

17.4.1.2 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 products and/or services, provided under this Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply:

17.4.1.2.1 Where an Indemnified Party or its End User modifies Interconnection products and/or services, provided under this Agreement; and

17.4.1.2.2 No infringement would have occurred without such modification.

17.4.2 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.

17.5 WSP acknowledges that its right under this Agreement to Interconnect with AT&T-21STATE's network may be subject to or limited by Intellectual Property rights (including without limitation, patent, copyright, trade secret, trade mark, service mark, trade name and trade dress rights) and contract rights of Third Parties.

17.6 To the extent not prohibited by a contract with the vendor of the network element sought by WSP that contains Intellectual Property licenses, AT&T-21STATE shall reveal to WSP the name of the vendor, the Intellectual Property rights licensed to AT&T-21STATE under the vendor contract and the terms of the contract (excluding cost terms).

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AT&T-21STATE shall, at WSP's request, contact the vendor to attempt to obtain permission to reveal additional contract details to WSP.

17.7 AT&T-21STATE 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-21STATE's network or WSP's use of other functions, facilities, products or services furnished under this Agreement.

17.8 AT&T-21STATE does not and shall not indemnify, defend or hold harmless WSP, nor be responsible for indemnifying or defending, or holding harmless WSP, 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-21STATE's network or WSP's use of other functions, Facilities, products or services furnished under this Agreement.

17.9 WSP shall reimburse AT&T-21STATE for damages to AT&T-21STATE's Facilities utilized to provide Interconnection products and/or services 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-21STATE's Facilities, or due to malfunction of any Facilities, functions, products, services or equipment provided by any person or entity other than AT&T-21STATE. Upon reimbursement for damages, AT&T-21STATE 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-21STATE for the damages to the extent of such payment.

17.10 Indemnification Procedures:

17.10.1 Whenever a Claim shall arise for indemnification under Section 17.0 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.

17.10.2 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.

17.10.3 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 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.

17.10.4 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.

17.10.5 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.

17.10.6 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.

17.10.7 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.

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17.10.8 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.

17.10.9 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 21.0 below of this Agreement.

18.0 Intellectual Property/License

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

18.2 Except as otherwise expressly provided in this Agreement, no license under patents, copyrights or any other Intellectual Property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

19.0 Notices

19.1 Notices given by WSP to AT&T-21STATE 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 pursuant to the following method:

19.1.1 delivered by electronic mail.

19.2 Notices given by AT&T-21STATE to the WSP 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 pursuant to the following methods:

19.2.1 delivered by electronic mail (email) provided WSP has provided such information in Section 19.4 below.

19.3 Receipt of Notices will be deemed effective the earliest of:

19.3.1 the date of actual receipt; or

19.3.2 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent.

19.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	WSP CONTACT
NAME/TITLE	Alison Minea Directory of Regulatory Affairs
STREET ADDRESS	1110 Vermont Ave. NW – Ste. 450
CITY, STATE, ZIP CODE	Washington,DC,20005
PHONE NUMBER*	202-463-3709
EMAIL ADDRESS	ICA_Notices@dish.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager

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EMAIL ADDRESS	The current email address as provided on AT&T's Prime Access website

*Informational only and not to be considered as an official notice vehicle under this Section.

19.5 Either Party may unilaterally change its designated contact name, address, and/or email address, for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 19.0. Unless explicitly stated otherwise, any change to the designated contact name, address, and/or email address, will replace such information currently on file. Any Notice to change the designated contact name, address, and/or email address for the receipt of Notices shall be deemed effective ten (10) days following receipt by the other Party.

19.6 In addition, WSP agrees that it is responsible for providing AT&T-21STATE with WSP's ACNA numbers for the states in which WSP is authorized to do business and in which WSP is requesting that this Agreement apply. In the event that WSP wants to change and/or add to the ACNA information in the WSP Profile, WSP shall send written notice to AT&T-21STATE to be received at least thirty (30) days prior to the change and/or addition in accordance with this Section 19.0 notice provision; WSP shall also update its WSP Profile through the applicable form and/or web-based interface. Applicable forms can be found on the AT&T Prime Access website.

19.6.1 WSP may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is received from WSP.

19.6.2 WSP may be able to place orders for certain services in AT&T-21STATE without having properly updated the WSP Profile; however, at any time during the term of this Agreement without additional notice AT&T may at its discretion eliminate such functionality. At such time, if WSP has not properly updated its WSP Profile, ordering capabilities will cease, and WSP will not be able to place orders until thirty (30) days after WSP has properly updated its WSP Profile.

19.7 AT&T-21STATE communicates official information to WSP via its Accessible Letter, or other applicable notification processes. These processes involve electronic transmission and/or posting to the AT&T Prime Access website, and relate to a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.

20.0 Publicity and Use of Trademarks or Service Marks

20.1 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.

20.2 Nothing in this Agreement shall 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.

21.0 Confidentiality

21.1 Both Parties agree to treat Proprietary Information received from the other in accordance with the provisions of Section 222 of the Act.

21.2 Unless otherwise agreed, the obligations of confidentiality and non-use do not apply to such proprietary information that:

21.2.1 Was at the time of receipt, already known to the receiving Party, free of any obligation to keep confidential and evidenced by written records prepared prior to delivery by the disclosing Party; or

21.2.2 Is, or becomes publicly known through no wrongful act of the receiving Party; or

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21.2.3 Is rightfully received from a Third Party having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; provided that such receiving Party has exercised commercially reasonable efforts to determine whether such Third Party has any such obligation; or

21.2.4 Is independently developed by an agent, employee representative or Affiliate of the receiving Party and such Party is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the proprietary information; or

21.2.5 Is disclosed to a Third Party by the disclosing Party without similar restrictions on such Third Party's rights; or

21.2.6 Is approved for release by written authorization of the disclosing Party, but only to the extent of the authorization granted; or

21.2.7 Is required to be made public or disclosed by the receiving Party pursuant to Applicable Law or lawful process.

22.0 Intervening Law

22.1 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 ("Change of Law Event") that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of this Agreement and/or otherwise affects the rights or obligations of either Party that are addressed by this Agreement, either Party may require modification to this Agreement consistent with the action of the Change of Law Event by providing a written request of either Party in accordance with Section 19.0 above to negotiate an amendment to this Agreement. 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 this 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. In the absence of a specifically required effective date in the Change of Law Event, such modification shall be effective on the effective date of the amendment incorporating the change.

23.0 Governing Law

23.1 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 products and/or services at issue are furnished or sought shall apply, without regard to that State's conflict of laws principles.

24.0 Venue

24.1 Except as specified below, the Parties agree that the only proper venue for any judicial proceeding involving or arising out of the interpretation or enforcement of this Agreement as it pertains to any state shall be the city in which the Commission that approved the Agreement for that state is located. Notwithstanding the foregoing, the Parties agree that the only proper venue in the following states is as follows: Illinois, Chicago; Michigan, Detroit; and Missouri, St. Louis.

25.0 Regulatory Approval

25.1 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.

25.2 Unless otherwise agreed, if the designated Party fails to file this Agreement with the appropriate 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

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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.

26.0 Compliance and Certification

26.1 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.

26.2 Each Party warrants that it has obtained all necessary certifications and licenses required in each state covered by this Agreement prior to ordering any Interconnection products and/or services from the other Party pursuant to this Agreement. Upon request, each Party shall provide proof of certification and licensure.

26.3 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 carriers, and any other Third Parties that may be required in connection with the performance of its obligations under this Agreement.

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

26.5 WSP warrants that it is a telecommunications carrier within the meaning of 47 U.S.C. §153(51) and acknowledges that only telecommunications carriers are entitled to enter into interconnection agreements under Section 251(c)(2) of the Act. If, during the term of this Agreement, AT&T-21STATE has a good faith basis to question whether WSP is acting as a telecommunications carrier, WSP will cooperate with AT&T-21STATE's attempts to determine whether WSP is acting as a telecommunications carrier by providing such information as AT&T-21STATE may reasonably request relating thereto. Any failure to provide AT&T-21STATE such information as AT&T-21STATE may reasonably request within thirty (30) days of AT&T-21STATE's request, shall be considered a material breach of this Agreement.

26.6 WSP warrants that such interconnection as it may obtain from AT&T-21STATE pursuant to this Agreement is for the provision of telephone exchange service as defined in 47 U.S.C. §153(54) and/or exchange access as defined in 47 U.S.C. §153(20), and acknowledges that AT&T-21STATE has no duty to provide interconnection pursuant to 47 U.S.C. §251(c)(2) to a company that does not provide telephone exchange service or exchange access. If, during the term of this Agreement, AT&T-21STATE has a good faith basis to question whether WSP is providing telephone exchange or exchange access services, WSP will cooperate with AT&T-21STATE's attempts to determine whether WSP is providing telephone exchange or exchange access services by providing such information as AT&T-21STATE may reasonably request relating thereto. Any failure to provide AT&T-21STATE such information as AT&T-21STATE may reasonably request within thirty (30) days of AT&T-21STATE's request, shall be considered a material breach of this Agreement.

26.7 Beginning one year after the Effective Date of this Agreement, and again on the anniversary of the Effective Date in each succeeding year, AT&T-21STATE may request that WSP provide AT&T-21STATE a written document, signed under oath by a person with authority to bind WSP certifying (i) that he or she has such authority; (ii) that WSP is operating as a telecommunications carrier and is using interconnection provided by AT&T-21STATE to provide telephone exchange service as defined in 47 U.S.C. §153(54) and/or exchange access as defined in 47 U.S.C. §153(20), in accordance with subsections 26.5 and 26.6 above; (iii) that WSP has not used the Facilities to deliver land-to-mobile traffic that it receives from AT&T-21STATE in a manner not permitted by subsection 2.3.3 of Attachment 02; and (iv) that WSP has not used the Facilities to deliver traffic in a manner not permitted by subsection 2.3.4 of Attachment 02. If AT&T-21STATE does not timely receive such a certification from WSP, AT&T-21STATE may send WSP notice via certified mail or overnight delivery reminding WSP that it must do so, and WSP must then deliver the required certification to AT&T-21STATE within (60) days after such a notice is rendered. If the WSP fails to provide the required certification required under Section 26.7 of this Agreement, AT&T may, in addition to exercising any other rights or remedies it may have under Applicable Law, immediately, and without further notice to WSP, terminate the Agreement.

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26.8 WSP warrants that it holds the appropriate FCC license(s), State(s) Secretary of State registration(s) and any certifications or registrations required by the State Commissions needed to continue to operate as a CMRS provider. Loss of any such certification during the term of this Agreement is a material breach of this Agreement.

27.0 Law Enforcement

27.1 AT&T-21STATE and WSP shall reasonably cooperate with the other Party in handling law enforcement requests as follows:

27.1.1 Intercept Devices:

27.1.1.1 Local and federal law enforcement agencies periodically request information or assistance ("Requesting Authority") from a Telecommunications Carrier. When either Party receives a request ("Receiving Party") associated with an End User of the other Party and the Receiving Party does not provide the network end-office/loop switching functionality to such End User, the Receiving Party will promptly notify the Requesting Authority so that the Requesting Authority may redirect its request to the appropriate Party that provides such functionality. Notwithstanding the foregoing, a Receiving Party shall comply with any valid request of a Requesting Authority to attach a pen register, trap-and-trace or form of intercept on the Receiving Party's Facilities, in which case that Party shall comply with any valid request.

27.1.2 Subpoenas:

27.1.2.1 If a Receiving Party receives a subpoena (or equivalent legal demand regardless of nomenclature, e.g., warrant) for information concerning an End User the Receiving Party knows to be an End User of the other Party and for whom the Receiving Party has no responsive information, the Receiving Party shall promptly notify the person or entity that caused issuance of such subpoena so that it may redirect its subpoena to the other Party.

27.1.3 Emergencies:

27.1.3.1 If a Receiving 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 regarding an End User of the other Party, the Receiving Party will comply with a valid emergency request. However, neither Party shall be held liable for any Claims or Losses alleged by the other Party's End Users 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.

27.2 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, the Telecommunications Services and related information provided by each of the Parties, as required by law.

28.0 Relationship of the Parties/Independent Contractor

28.1 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.

28.2 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

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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.

29.0 No Third Party Beneficiaries; Disclaimer of Agency

29.1 This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed 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.

30.0 Subcontracting

30.1 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.

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

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

30.4 No contract, subcontract or other agreement entered into by either Party with any Third Party in connection with the provision of Interconnection products and/or 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.

30.5 Any subcontractor that gains access to Customer Proprietary Network Information (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.

31.0 Responsibility for Environmental Contamination

31.1 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. Hazardous Substances means (i) 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, (ii) petroleum, oil, gasoline, natural gas, fuel oil, motor oil, waste oil, diesel fuel, jet fuel, and other petroleum hydrocarbons, or (iii) asbestos and asbestos containing material in any form, and (iv) any soil, groundwater, air, or other media contaminated with any of the materials or substances described above. "Environmental Hazard" means (i) 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, (ii) asbestos containing materials, or (iii) any potential hazard that would not be obvious to an individual entering the work location or detectable using work practices standard in the industry.

31.2 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, AT&T-21STATE 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-21STATE or any person acting on behalf of AT&T-21STATE, 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-21STATE or any

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person acting on behalf of AT&T-21STATE, or (iii) the presence at the work location of an Environmental Hazard for which AT&T-21STATE is responsible under Applicable Law or a Hazardous Substance introduced into the work location by AT&T-21STATE or any person acting on behalf of AT&T-21STATE.

31.3 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, WSP shall, at AT&T-21STATE's request, indemnify, defend, and hold harmless AT&T-21STATE, 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.

32.0 Force Majeure

32.1 No Party shall be responsible for delays or failures in performance of any part of this Agreement (other than an obligation to make monetary payments) resulting from a "Force Majeure Event" or any Delaying Event caused by the other Party or any other circumstances beyond the Party's reasonable control. A "Force Majeure Event" is defined as acts or occurrences beyond the reasonable control of a Party or the Parties, 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, labor difficulties, including without limitation, strikes, slowdowns, picketing, boycotts or other 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. If a Force Majeure Event should occur, the Party affected shall give notice to the other Party of such Force Majeure Event within a reasonable period of time following such an 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.

33.0 Taxes

33.1 Except as otherwise provided in this Section 33.0, with respect to any purchase of products or services under this Agreement, if any Tax is required or permitted by Applicable Law to be billed to and/or collected from the purchasing Party by the providing Party, then: (i) the providing Party shall have the right to bill the purchasing Party for such Tax; (ii) the purchasing Party shall pay such Tax to the providing Party; and (iii) the providing Party shall pay or remit such Tax to the respective Governmental Authority. Whenever possible, Taxes shall be billed as a separate item on the invoice; provided, however, that 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 Governmental Authority prior to the time: (i) it bills the purchasing Party for such Tax, or (ii) it collects the Tax from the purchasing Party. If the providing Party fails to bill the purchasing Party for a Tax at the time of billing the products or services to which the Tax relates, then, as between the providing Party and the purchasing Party, the providing Party shall be liable for any penalties or interest thereon. However, if the purchasing Party fails to pay any Tax properly billed by the providing Party, then, as between the providing Party and the purchasing Party, the purchasing Party shall be solely responsible for payment of the Tax and any penalties or interest thereon. Subject to the provisions of this Section 33.0 governing contests of disputed Taxes, the purchasing Party shall be liable for and the providing Party may collect from the purchasing Party any Tax, including any interest or penalties for which the purchasing Party would be liable under this subsection, which is paid by Providing Party to the respective Governmental

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Authority, within the applicable statue of limitations periods for assessment or collection of such Tax, including extensions; provided, however, that the providing Party notifies the purchasing Party within the earlier of (i) sixty (60) days following the running of such limitations period for, including extensions, or (ii) six (6) years following the purchasing Party's payment for the products or services to which such Tax relates.

33.2 To the extent a purchase of products or services under this Agreement is claimed by the purchasing Party to be exempt from a Tax, the purchasing Party shall furnish to the providing Party an exemption certificate in the form prescribed by the providing Party and any other information or documentation required by Applicable Law or the respective Governmental Authority. Prior to receiving such exemption certificate and any such other required information or documentation, the providing Party shall have the right to bill, and the purchasing Party shall pay, Tax on any products or services furnished hereunder as if no exemption were available, subject to the right of the purchasing Party to pursue a Claim for credit or refund of any such Tax pursuant to the provisions of this Section 33.0 and the remedies available under Applicable Law. If it is the position of the purchasing Party that Applicable Law exempts or excludes a purchase of products or services under this Agreement from a Tax, or that the Tax otherwise does not apply to such a purchase, but Applicable Law does not also provide a specific procedure for claiming such exemption or exclusion or for the purchaser to contest the application of the Tax directly with the respective Governmental Authority prior to payment, then the providing Party may in its discretion agree not to bill and/or not to require payment of such Tax by the purchasing Party, provided that the purchasing Party (i) furnishes the providing Party with any exemption certificate requested by and in the form prescribed by the providing Party, (ii) furnishes the providing Party with a letter signed by an officer of the purchasing Party setting forth the basis of the purchasing Party's position under Applicable Law; and (iii) furnishes 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 expenses (including attorney fees) that may be incurred by the providing Party in connection with any Claim asserted or actions taken by the respective Governmental Authority to assess or collect such Tax from the providing Party.

33.3 To the extent permitted by and pursuant to Applicable Law, and subject to the provisions of this Section 33.0 above, the purchasing Party shall have the right to contest with the respective Governmental Authority, or if necessary under Applicable Law to have the providing Party contest (in either case at the purchasing Party's expense) any Tax that the purchasing Party asserts is not applicable, from which it claims an exemption or exclusion, or which it claims to have paid in error; provided, however, that (i) the purchasing Party shall ensure that no lien is attached to any asset of the providing Party as a result of any contest of a disputed Tax; (ii) with respect to any Tax that could be assessed against or collected from the providing Party by the respective Governmental Authority, the providing Party shall retain the right to determine the manner of contesting such disputed Tax, including but not limited to a decision that the disputed Tax will be contested by pursuing a Claim for credit or refund; (iii) except to the extent that the providing Party has agreed pursuant to this Section 33.0 above not to bill and/or not to require payment of such Tax by the purchasing Party pending the outcome of such contest, the purchasing Party pays any such Tax previously billed by the providing Party and continues paying such Tax as billed by the providing Party pending the outcome of such contest. In the event that a disputed Tax is to be contested by pursuing a Claim for credit or refund, if requested in writing by the purchasing Party, the providing Party shall facilitate such contest (i) by assigning to the purchasing Party its right to claim a credit or refund, if such an assignment is permitted under Applicable Law; or (ii) if an assignment is not permitted, by filing and pursuing the Claim on behalf of the purchasing Party but at the purchasing Party's expense. Except as otherwise expressly provided in this Section 33.0 above, nothing in this Agreement shall be construed to impair, limit, restrict or otherwise affect the right of the providing Party to contest a Tax that could be assessed against or collected from it by the respective Governmental Authority. With respect to any contest of a disputed Tax resulting in a refund, credit or other recovery, as between the purchasing Party and the providing Party, the purchasing Party shall be entitled to the amount that it previously paid, plus any applicable interest allowed on the recovery that is attributable to such amount, and the providing Party shall be entitled to all other amounts.

33.4 If either Party is audited by or on behalf of a Governmental Authority with respect to a Tax, and in any contest of a Tax by either Party, the other Party shall cooperate fully and timely by providing records, testimony and such additional information or assistance as may reasonably be necessary to expeditiously resolve the audit or pursue the contest.

33.5 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section above shall be sent in accordance with Section 19.0 above hereof.

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33.6 Municipal fees WSP acknowledges and agrees that it is required to comply with Chapter 283 of the Texas Local Government Code, as it may be amended from time to time, and the reporting and compensation requirements of Subchapter R of the P.U.C. Substantive Rules – Chapter 26, Applicable to Telecommunications Service Providers, as they may be amended from time to time. With respect to municipal fees charged pursuant to Chapter 283, Tex. Loc. Gov't Code, WSP agrees that it will directly report its access lines to the Texas Public Utility Commission, will remit the related payments to municipalities, and will otherwise comply with Chapter 283 and applicable P.U.C rules, as they may be amended from time to time. WSP agrees that its failure to comply with all Chapter 283 requirements, including any failure to provide AT&T-21STATE with a valid Adequate Proof Agreement acknowledging WSP's obligation to pay municipal fees within thirty (30) days of AT&T-21STATE's request, shall be considered a material breach of this Agreement and shall entitle AT&T-21STATE to any and all remedies provided elsewhere in this Agreement for such a breach, including, but not limited to suspension of all order processing (other than disconnect orders).

34.0 Non Waiver

34.1 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.

35.0 Network Maintenance and Management

35.1 The Parties will work cooperatively to implement this Agreement and install and maintain a reliable network. 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.

35.2 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 twenty-four (24) hour contact number for Network Traffic Management issues to the other's surveillance management center.

35.3 Each Party maintains the right to implement protective network traffic management controls, such as "cancel to", "call gapping" or seven (7)-digit and ten (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.

35.4 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.

35.5 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. Contact information must be exchanged by the Parties to facilitate event notifications for planned mass calling events.

35.6 Neither Party shall use any Interconnection products and/or service provided under this Agreement or any other service related thereto or used in combination therewith for any purpose other than the exchange of Authorized Services traffic or in any manner that interferes with or impairs service over any Facilities of AT&T-21STATE, its affiliated companies or other connecting telecommunications carriers, prevents any carrier from using its Telecommunications Service, impairs the quality or the privacy of Telecommunications Service to other 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 carrier's Facilities or equipment, including any malfunction of ordering or billing systems or equipment. Upon such occurrence the Party

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who has not violated this provision may discontinue or refuse service, but only for so long as the other Party is violating this provision. Upon any such violation, the Party who becomes aware of the violation shall provide the other Party notice of the violation at the earliest practicable time.

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

35.8 WSP shall acknowledge calls in accordance with the following protocols:

35.8.1 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.

35.8.2 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.

35.9 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.

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

35.11 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").

35.12 WSP agrees to pay AT&T-21STATE for Time and Materials in all instances where WSP submits a trouble report and AT&T-21STATE, through investigation and testing, determines that the trouble is outside of the AT&T-21STATE network. WSP will be billed Time and Material Rate from the appropriate tariff.

36.0 Transmission of Traffic to Third Parties

36.1 WSP will not send traffic to AT&T-21STATE that is destined for the network of a Third Party unless WSP has an agreement to exchange traffic with that Third Party.

37.0 Expenses

37.1 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.

37.2 AT&T-21STATE 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, reproduction and delivery expense and any costs of notice or publication, but not including attorney's fees) associated with the filing of this Agreement or any amendment to this Agreement.

37.2.1 Prior to the filing of this Agreement and each and every Amendment filed in connection with this Agreement in the State of Nevada, WSP will submit a check in the amount of two hundred dollars ($200.00), payable to Public Utilities Commission of Nevada, to cover its portion of the expenses incurred with filing this Agreement. Upon receipt of WSP's check, the Agreement will be processed for filing with the Commission.

38.0 Conflict of Interest

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

39.0 Survival

39.1 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

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applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to continue beyond the termination or expiration of this Agreement: Section 8.4 above on Termination; Section 9.6 above for Cash Deposits, Section 9.7 above on Deposit Interest, Section 9.8 above on Drawing on Assurance of Payment; Section10.12 for Escrow requirements, Sections 10.1 above thru Section 10.6 above on Billing & Payment of Charges; Section 11.0 above on Nonpayment and Procedures for Disconnection; Section 13.0 above on Audits; Section 14.0 above on Disclaimer of Representations and Warranties; Section 17.0 above on Indemnity; Section 18.0 above on Intellectual Property/License; Section 19.0 above on Notices; Section 20.0 above on Publicity and Use of Trademarks or Service Marks; Section; 21.0 above on Confidentiality; Section 23.0 above on Governing Law; Section 26.0 above on Compliance and Certification; Section 33.0 above on Taxes; Section 34.0 above on Non Waivers and Section 41.0 below Amendments and Modifications.

40.0 Scope of Agreement

40.1 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 Interconnection products and/or services. 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.

40.2 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.

41.0 Amendments and Modifications

41.1 Except as otherwise provided for in this Agreement, no provision of this Agreement shall be deemed amended or modified by either Party unless such an amendment or modification is in writing, dated, and signed by an authorized representative of both Parties.

42.0 Authority

42.1 Each of the AT&T-owned ILEC(s) for which this Agreement is executed represents and warrants that it is a corporation or limited partnership duly organized, validly existing and in good standing under the laws of its state of incorporation or formation. Each of the AT&T-owned ILEC(s) for which this Agreement is executed represents and warrants that AT&T Services, Inc. has full power and authority to execute and deliver this Agreement as agent for that AT&T-owned ILEC. Each of the AT&T-owned ILEC(s) for which this Agreement is executed represents and warrants that it has full power and authority to perform its obligations hereunder.

42.2 WSP represents and warrants that it is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Colorado and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. WSP represents and warrants that it has been or will be certified to operate as a WSP by the FCC prior to submitting any orders hereunder and is or will be authorized to provide the Telecommunications Services contemplated hereunder in the territory contemplated hereunder prior to submission of orders for such Service.

42.3 Each Party whose representative's signature (including e.g., an electronic signature) appears on the signature page represents and warrants that the representative has authority to bind the Party on whose behalf has executed this Agreement.

43.0 Execution of Agreement

43.1 Signatures by all Parties to this Agreement are required to effectuate this Agreement.

43.2 This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

44.0 Dialing Parity

44.1 AT&T-21STATE agrees that local dialing parity will be available to WSP in accordance with the Act.

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45.0 Remedies

45.1 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.

46.0 Entire Agreement

46.1 The terms contained in this Agreement and any 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.

46.2 The Parties acknowledge that Carrier is not required to purchase all types of Interconnection Services potentially available from AT&T-21STATE and therefore may elect not to include all potential Attachments in the Agreement. To the extent that a provision of the General Terms and Conditions refers a type of Interconnection Service for which there is no Attachment, reference to such Interconnection Service shall have no effect.

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ATTACHMENT 02 –
NETWORK INTERCONNECTION

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1.0 Introduction

1.1 This Attachment to the Two-Way CMRS Interconnection Agreement (Wireless) between the Parties sets forth rates, terms, and conditions for Interconnection, Trunking, Reciprocal Compensation, and other usage compensation of wireless Telecommunications traffic between AT&T-21STATE and WSP.

2.0 Network Interconnection Methods

2.1 Interconnection shall be provided at a level of quality equal to that which AT&T-21STATE provides to itself, to any Affiliates, or to any other Telecommunications Carrier.

2.1.1 In the event that a Party deploys new switches after the Effective Date of the Agreement, such Party will provide reasonable advance notice of such change to the other Party, and the Parties will work cooperatively to accomplish all necessary network changes.

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

2.1.3 WSP and AT&T-21STATE will interconnect directly in each LATA in which they exchange IntraMTA Traffic and Switched Access Services traffic. AT&T-21STATE does not provide Inter-tandem switching.

2.1.4 Facilities will be planned for in accordance with the trunk forecasts exchanged between the Parties, as described in Section 3.3 below.

2.2 Point Of Interconnection ("POI") Options:

2.2.1 WSP and AT&T-21STATE shall mutually agree on a POI for each Facility that has Trunks that are used to carry traffic between their respective networks. The location of POIs will be as follows:

2.2.1.1 For WSP mobile-to-land traffic to AT&T-21STATE, the POI will be at the AT&T-21STATE Wire Center where the Facilities terminate;

2.2.1.2 For AT&T-21STATE land-to-mobile traffic to WSP, the POI will be at WSP's office where the Facilities terminate; or

2.2.1.3 Any other mutually agreeable location.

2.2.2 A POI shall not be located across a LATA boundary, nor outside of AT&T-21STATE's franchise service area, nor more than a distance of fourteen (14) miles from the AT&T-21STATE Central Office Switch where the Facility connection is established (or outside the state's defined local calling area, whichever is greater). WSP is responsible for the cost of Trunks and Facilities beyond fourteen (14) miles (or outside the state's defined local calling area, whichever is greater).

2.3 Terms and Compensation for Use of Facilities:

2.3.1 Each Party shall be responsible for providing its own or leased transport Facilities to route calls to and from the POI. Each Party may construct its own Facilities, or it may purchase or lease the Facilities from a Third Party, or it may purchase or lease the Facilities from the other Party, if available, pursuant to applicable tariffs, General Exchange Price List or separate contract. Optional Payment Plans ("OPP"), High Cap Term Payment Plans ("HCTPP"), and Volume and Term discount plans are not available for transport Facilities pursuant to this Agreement.

2.3.2 The Parties will connect their networks (i.e., to and from the AT&T-21STATE Central Office Switch where the Facility connection is established) using the interfaces as described in Section 2.1.2 above.

2.3.3 Nothing in this Agreement shall be construed as authorizing WSP to use the Facilities to deliver land-to-mobile traffic that it receives from AT&T-21STATE to a facilities-based Competitive Local Exchange Carrier ("CLEC"), or an Incumbent Local Exchange Carrier ("ILEC"), or an Out-of-Exchange Local Exchange Carrier ("OELEC") or another CMRS provider other than WSP or an MVNO and WSP or an MVNO may not forward any such traffic to any Third-Party. WSP's use of the Facilities in violation of this section is a material breach of the Agreement.

2.3.4 Nothing in this Agreement shall be construed as authorizing WSP to use the Facilities to aggregate traffic from a facilities-based CLEC, or an ILEC, or another CMRS provider, or an OELEC, and use the Facilities to deliver such traffic to AT&T-21STATE (i.e., mobile-to-land traffic delivered from WSP to AT&T-21STATE

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must be from WSP's or MVNO's End Users and may not be from any other Third Party). For the avoidance of doubt, traffic from another Telecommunication Carrier's End Users does not constitute Authorized Services traffic. WSP's use of the Facilities in violation of this section is a material breach of the Agreement.

2.3.5 AT&T-21STATE shall not have dedicated transport obligations for, nor shall it have any obligation to share the cost of, Facilities between the Parties' networks that either cross a LATA boundary, or that are outside of the AT&T-21STATE franchise service area, or that exceed a distance of fourteen (14) miles (or the state's defined local calling area, whichever is greater) from the AT&T-21STATE Central Office Switch where the Facility connection is established.

2.3.6 When WSP uses DS-1 Facilities provided by AT&T-21STATE to deliver traffic from its network and such DS-1 Facilities are (a) dedicated to the transmission of Authorized Services traffic between the Parties' networks, and (b) are shared by the Parties, then the proportionate share of the cost of the Facilities for each Party shall be as provided below. If WSP obtains such Facilities from a Third Party, nothing herein shall obligate AT&T-21STATE to reimburse WSP for those Facilities.

2.3.6.1 The Parties' use of shared Facilities, as described above, is reflected in the Shared Facility Factor listed in the Pricing Schedule attached hereto. The Shared Facility Factor is a percentage equal to the amount of all IntraMTA Traffic originated on AT&T-12STATE's network, in the state, compared to the amount of all traffic, including Third Party Traffic, transported over the shared Facilities, in the state. All traffic will be based on Conversation MOUs, and is measured in total conversation time seconds, which is totaled at a state level, for the monthly billing cycle, and then rounded up to the next whole minute.

2.3.6.2 When WSP delivers Interconnection traffic originating on its network through Facilities and/or Trunks provided by AT&T-12STATE, WSP shall pay AT&T-12STATE for its share of the cost of such Facilities and/or Trunks, utilizing the Shared Facility Factor set forth in the Pricing Schedule attached hereto. The Shared Facility Factor represents AT&T-12STATE's share of the costs; provided, however, that either Party may submit to the other Party a reasonably accurate and complete traffic study, or any other reasonable estimate of its traffic, with supporting justification for such estimate, and/or other network information that is reasonable to rely upon ("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 and agreed upon, the Parties agree to file an Amendment to this Agreement with the Commission to reflect such factor within thirty (30) days of reaching agreement on the new Shared Facility Factor. Renegotiation of the WSP-specific Shared Facility Factor shall occur no more frequently than once every twelve (12) months.

2.3.6.3 AT&T SOUTHEAST REGION 9-STATE agrees to share proportionally in the recurring costs of any shared Facilities purchased by WSP from the applicable tariffs. AT&T SOUTHEAST REGION 9-STATE's proportionate use of the Facilities is equal to the amount of all IntraMTA Traffic originated on AT&T SOUTHEAST REGION 9-STATE's network in the state, compared to the amount of all traffic exchanged between the Parties in the state.

2.3.6.4 AT&T SOUTHEAST REGION 9-STATE will provide to WSP, on a quarterly basis, a percentage, representing AT&T SOUTHEAST REGION 9-STATE's proportionate share of the Facilities. AT&T SOUTHEAST REGION 9-STATE will calculate and provide the Shared Facility Factor, and the actual traffic usage used to develop those factors, to WSP on a quarterly basis by the twentieth (20th) of January, April, July and October of each year. WSP agrees to utilize the Shared Facility Factor provided by AT&T SOUTHEAST REGION 9-STATE that represents the percent IntraMTA Traffic originated by AT&T SOUTHEAST REGION 9-STATE and terminated to WSP over a shared two-way local interconnection Facility and/or trunks. To determine the Shared Facility Factor charges owed by AT&T SOUTHEAST REGION 9-STATE to WSP, such Shared Facility Factor will be applied by WSP against the two-way local interconnection Facility and/or trunks charges billed

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by AT&T SOUTHEAST REGION 9-STATE to WSP. WSP has the right to review the Shared Facility Factor each quarter and negotiate changes as justified. However, any resulting changes to the Shared Facility Factor will be applied on a prospective basis.

2.3.6.5 AT&T SOUTHEAST REGION 9-STATE will bill WSP for the entire cost of the Facility. WSP will then apply AT&T SOUTHEAST REGION 9-STATE's Facility percentage to the cost of the Facility to determine the amount WSP shall bill AT&T SOUTHEAST REGION 9-STATE.

2.3.7 Each Party reserves the right to refuse or discontinue the use of any shared Facilities arrangement, regardless of who provides the Facilities (i.e., one of the Parties or a Third-Party). Notwithstanding the foregoing, this provision does not negate any obligations either Party may have regarding such Facilities, such as, but not limited to, financial obligations for an agreed upon term and notice provisions.

2.3.8 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 IntraMTA Traffic from its network to the POI, such Party shall provide such Facilities at its sole cost and expense. Notwithstanding the foregoing, if the Parties agree to deliver Third Party Traffic in addition to IntraMTA Traffic on a land-to-mobile one-way Facility, then WSP shall be responsible for a portion of the Facility cost, based on the Shared Facility Factor listed in AT&T-12STATE's Pricing Schedule or the quarterly percentage provided by AT&T SOUTHEAST REGION 9-STATE, as applicable.

2.4 Ancillary Services Traffic:

2.4.1 When delivering Ancillary Services traffic to AT&T-21STATE, WSP shall provide Facilities and connections in each LATA dedicated solely for Ancillary Services traffic. Ancillary Service traffic requires a dedicated Facility. The connection used must be an Ancillary Services Connection.

2.4.2 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-21STATE's E911 Selective Router. Alternatively, WSP may purchase appropriate Facilities from AT&T-21STATE's applicable tariffs.

2.4.3 This Section 2.4.3 applies only in states where Type 2-C interfaces are available from AT&T-21STATE. As a further alternative in such states, WSP also may purchase Facilities employing a Type 2-C interface from AT&T-21STATE, at rates found in the applicable AT&T-21STATE tariff.

3.0 Interconnection Trunking

3.1 This Section 3 describes the required and optional Interconnection Trunk Groups for IntraMTA Traffic, Switched Access Services traffic, Mass Calling, 911/E911, Operator Services and Directory Assistance traffic.

3.1.1 AT&T-21STATE 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-21STATE's network through Interconnection Trunks obtained pursuant to this Agreement. The exchange of one-way Paging Traffic between the Parties' respective networks is not authorized under this Agreement. If the Parties have one-way Paging Traffic to exchange, a separate one-way Paging interconnection agreement must be negotiated and executed for such traffic.

3.2 Trunking Descriptions:

3.2.1 Type 1 Trunks: Provide a one-way Trunk Side connection between an AT&T-21STATE End Office Switch and WSP's network. Type 1 Trunks will be used for the transmission and routing of Ancillary Services traffic.

3.2.2 Type 2A Trunks: Provide a Trunk Side connection between an AT&T-21STATE Tandem Office Switch and WSP's network. WSP-to-AT&T-21STATE traffic on a Type 2A Interconnection Trunk Group must be destined for an NPA-NXX residing in an AT&T-21STATE End Office Switch that homes on that AT&T-21STATE Tandem Office Switch. Type 2A Trunks may be one-way or two-way.

3.2.3 Type 2A IntraMTA Equal Access Combined Trunk Groups: Provide a Trunk Side connection between WSP's network and an AT&T-21STATE Access Tandem, where AT&T-21STATE is able to record WSP-originated traffic to an IXC. IntraMTA/Equal Access Trunk Groups carry interexchange access traffic and local traffic. This Trunk Group requires an interface utilizing equal access signaling. A separate Type 2A

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Equal Access Trunk Group is required when AT&T-21STATE is not able to record WSP-originated traffic to an IXC. WSP will also provide to AT&T-21STATE, 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.

3.2.4 Type 2A Equal Access Trunk Groups: Provide a Trunk Side connection between WSP's network and an AT&T-21STATE Access Tandem. Equal Access Trunk Groups carry interexchange access traffic. This Trunk Group requires an interface utilizing equal access signaling.

3.2.4.1 In AT&T MIDWEST REGION 5-STATE and in 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 are 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.

3.2.5 Type 2B Trunks: Provide a Trunk Side connection between WSP's network and AT&T-21STATE 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.

3.2.6 Type 2C Trunks: Provide a one-way terminating Trunk Side connection between WSP's ("MSC") and AT&T-21STATE's E911 Selective Router equipped to provide access to E911 services.

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

3.2.7.1 Directory Assistance and/or Operator Services traffic may be delivered through a dedicated Trunk Group to an AT&T-21STATE Operator Services switch.

3.3 Trunking Requirements:

3.3.1 Trunk Groups dedicated to the exchange of Authorized Services will be established between the Parties' switches. WSP-to-AT&T-21STATE traffic, on such Trunk Groups, that is exchanged pursuant to this Agreement, must be restricted to NPA-NXXs residing in AT&T-21STATE End Office Switches or other End Office Switches sub-tending the AT&T-21STATE Tandem Switch.

3.3.2 Except as described below, only one Trunk Group shall be provisioned between any AT&T-21STATE switch and a WSP switch.

3.3.2.1 Multiple Trunk Groups may be provisioned between an AT&T-21STATE switch and a WSP switch, at the sole discretion of AT&T-21STATE, and only with the following requirements: For unique routing, 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 Groups serving the same function are not permitted.

3.3.3 WSP shall trunk to all AT&T-21STATE Tandems in each LATA from each MSC where WSP offers Authorized Services, or in the event WSP has no MSC in the LATA, from WSP's designated POI(s) within the LATA.

3.3.4 AT&T-21STATE provided Type 1 interfaces will be as described above. Any non-Trunk Side form of Type 1 interface will be eliminated within ninety (90) days of the Effective Date of this Agreement.

3.3.5 Direct End Office Trunking ("DEOT"):

3.3.5.1 The Parties shall establish a one-way mobile-to-land or land-to-mobile (or two-way where available) DEOT when actual or projected total End Office Switch traffic requires twenty-four (24) or more Trunks, or when AT&T-21STATE's End Office Switch is not served by an AT&T-21STATE Tandem Office Switch. If the DEOT is designed to overflow, the traffic will be alternately routed to the appropriate AT&T-21STATE Tandem. DEOTs established as direct finals will not overflow from either direction to any alternate route.

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3.3.5.2 Should WSP fail to comply with this Section 3.3.5 above, AT&T-21STATE reserves the right, at its sole discretion, to restrict provisioning of additional Trunks at the Tandem.

3.3.6 Mass Calling, (i.e., High Volume Call In network architecture) Trunk Group AT&T-21STATE ("Mass Calling"):

3.3.6.1 A dedicated Trunk Group shall be required to the designated Public Response Mass Calling Network Access Tandem in each serving area. This Trunk Group shall be one-way outgoing only and shall utilize Multi-Frequency ("MF") signaling. As the Mass Calling Trunk Group is designed to block all excessive attempts toward Mass Calling NXXs, it is necessarily exempt from the one percent (1%) blocking standard described in Section 3.5.8 below for other final Local Interconnection Trunk Groups. WSP will have administrative control for the purpose of issuing ASRs and/or WSRs on this one-way Trunk Group. The Parties will not exchange live traffic until successful testing is completed by both Parties.

3.3.6.1.1 Mass Calling Trunk Groups (Table 1) shall be sized as follows:

Table 1

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

3.3.6.2 If WSP should acquire a Mass Calling End User, (e.g., a radio station), WSP shall notify AT&T-21STATE 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-21STATE Mass Calling serving office to the WSP End User's serving office. WSP will have administrative control for the purpose of issuing ASRs and/or WSRs on this one-way Trunk Group.

3.3.6.2.1 If WSP finds it necessary to issue a new Mass Calling telephone number to a new or existing Mass Calling End User, then WSP may request a meeting to coordinate with AT&T-21STATE the assignment of Mass Calling telephone number from the existing Mass Calling NXX. In the event that WSP establishes a new Mass Calling NXX, WSP must notify AT&T-21STATE a minimum of ninety (90) days prior to deployment of the new Mass Calling NXX. AT&T-21STATE will perform the necessary translations in its End Offices and Tandem(s) and issue ASRs and/or WSRs to establish a one-way outgoing SS7 or MF Trunk Group from the AT&T-21STATE Public Response Mass Calling Network Access Tandem to WSP's Mass Calling serving office.

3.3.7 911/E911:

3.3.7.1 See Attachment E911Universal Emergency Number Service for Trunk requirements.

3.4 Trunk Forecasting:

3.4.1 WSP agrees to provide Trunk forecasts to AT&T-21STATE to assist in the planning and provisioning of Interconnection Trunk Groups and Facilities.

3.4.2 WSP will provide a Trunk forecast to AT&T-21STATE prior to initial implementation, and WSP will provide subsequent forecasts to AT&T-21STATE upon request by AT&T-21STATE, as often as twice per year. The forecasts shall include yearly forecasted Trunk quantities (which include measurements that reflect actual Tandem Local Interconnection and InterLATA Trunks, End Office Local Interconnection Trunks, and

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Tandem subtending Local Interconnection end office equivalent Trunk requirements) for a minimum of three (3) years, (i.e., the current year and the following two (2) years).

3.4.3 WSP will provide revised Trunk forecasts to AT&T-21STATE whenever there is a difference of twenty-five percent (25%) or more in trunking demand than reflected in previously submitted forecasts.

3.4.4 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.

3.4.5 The Parties agree to review with each other the submitted forecasts.

3.5 Trunk Provisioning:

3.5.1 In conjunction with Trunk forecasting as described in Section 3.4 above, WSP will be responsible for ordering all Interconnection Trunk Groups, with concurrence from AT&T-21STATE.

3.5.2 WSP shall submit orders to AT&T-21STATE to establish, add, change, or disconnect Trunks, using AT&T-21STATE's applicable ordering system. Two-way Trunk Groups may only be used for the delivery of traffic in both directions.

3.5.3 WSP's orders that comprise a major project that directly affects AT&T-21STATE will be jointly planned and coordinated. Major projects are those that require the coordination and execution of multiple orders, or order-related activities between and among AT&T-21STATE and WSP's 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.

3.5.4 Due dates for the installation of Trunk Groups covered by this Attachment shall be based on each of AT&T-21STATE's intra-state Switched Access Services intervals.

3.5.5 Trunk Servicing:

3.5.5.1 The Parties will jointly manage the capacity of Interconnection Trunk Groups. A Trunk Group Service Request ("TGSR") will be sent by AT&T-21STATE to notify WSP to establish or make modifications to existing Trunk Groups. WSP will issue an ASR or WSR, as applicable, to AT&T-21STATE's Wireless Access Service Center, to begin the provisioning process as required below:

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

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

3.5.5.2 Upon review of the TGSR, if a Party does not agree with the resizing, of the Interconnection Truck Groups 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.

3.5.5.3 If the Parties cannot agree on the resizing of the Interconnection Trunk Groups at the joint planning discussion, then either Party may invoke the dispute resolution provisions of this Agreement. Further, if AT&T-21STATE does not receive an ASR or WSR, as applicable, from WSP, or if WSP does not respond to the TGSR by scheduling a discussion with the other Party within the twenty (20) Business Day period, AT&T-21STATE 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-21STATE will issue an ASR or WSR, as applicable, to resize the Interconnection Trunks and Facilities.

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

3.5.7 Utilization:

3.5.7.1 Under utilization of Interconnection Trunk Groups exists when provisioned capacity is greater than the current need. Under utilization will be addressed in the following manner:

3.5.7.2 If an Interconnection Trunk Group is under sixty-five percent (65%) of CCS capacity on a monthly average basis for AT&T-12STATE,or under eighty percent (80%) for AT&T SOUTHEAST REGION

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9-STATE, for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the Interconnection Trunk Group, which shall be left with not less than twenty-five percent (25%) excess capacity for AT&T-12STATE, and not less than fifteen percent (15%) for AT&T SOUTHEAST REGION 9-STATE. In all cases, grade of service objectives shall be maintained.

3.5.7.3 Either Party may send a TGSR to the other Party to trigger changes to the Interconnection Trunk Groups, based on capacity assessment. Upon receipt of a TGSR, the receiving Party will issue an ASR or WSR, as applicable, to the other Party, within twenty (20) Business Days after receipt of the TGSR.

3.5.7.4 Upon review of the TGSR, if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within twenty (20) Business Days of the receiving Party's receipt of the TGSR, to resolve and mutually agree to the disposition of the TGSR. If the Parties cannot agree on the resizing at the joint planning discussion, the Parties may invoke the dispute resolution provisions of this Agreement.

3.5.7.5 If the Parties cannot agree on the changes to the Interconnection Trunk Groups at the joint planning discussion, then either Party may invoke the dispute resolution provisions of this Agreement. Further, if AT&T-21STATE sent the TGSR to WSP, and WSP does not schedule a discussion with AT&T-21STATE within the twenty (20) Business Day period, then AT&T-21STATE will attempt to contact WSP to schedule a joint planning session. If WSP will not agree to meet within an additional five (5) Business Days and present adequate reason for keeping trunks operational, AT&T-21STATE reserves the right to issue ASRs or WSRs, as applicable, to resize the Interconnection Trunk Groups.

3.5.8 Design Blocking Criteria:

3.5.9 Trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 2 below. 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 2	
Trunk Group Type	Design Blocking Objective
Type 2A	1%
Type 2A Equal Access (IXC)	1%
Type 2B (Final)	1%
Type 2C (911)	1%
Type 2D (Operator Services (DA/DACC))	1%
Type 1 (Operator Services (0+, 0-))	1%

3.5.10 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.

3.6 Routing and Rating:

3.6.1 Each WSP NPA-NXX must have a single Rating Point, and that Rating Point must be associated with a Rate Center, as defined in the applicable AT&T-21STATE tariff, and as entered into the LERG. The geographical exchange area of the associated Rate Center must be served by an End Office Switch or other End Office Switches sub-tending the AT&T-21STATE Tandem Office 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. The Rating Point

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may be designated anywhere in the LATA, when the Commission so rules in a proceeding binding AT&T-21STATE. The Rating Point does not have to be the same as the Routing Point.

3.6.2 Each NPA-NXX assigned to WSP with a Rate Center outside the AT&T-21STATE franchise area must be entered into the LERG, such that (a) the NPA-NXX is accurately reflected as rated from the out-of-franchise Rate Center, and (b) the NPA-NXX is assigned to WSP's serving switching entity or POI that is located inside the AT&T-21STATE franchise area, and (c) WSP's switching entity, or POI serving the NPA-NXX, subtends or is homed on an AT&T-21STATE tandem.

3.6.3 All terminating traffic delivered by WSP to a Tandem Office Switch destined for publicly dialable NPA-NXXs served by a switching entity that does not home on that Tandem Office Switch is misrouted. AT&T-21STATE 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.

3.6.4 The Parties shall deliver all traffic destined for the other Party's network in accordance with the serving arrangements defined in the LERG or via the most direct route to avoid inter-tandem routing.

3.6.5 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 ASR/WSR Translations Questionnaire ("TQ") Code opening information necessary for routing traffic on these Trunk Groups.

3.6.6 AT&T-21STATE will not route traffic to WSP via a Third Party Tandem, and WSP shall not route traffic to AT&T-21STATE via a Third Party Tandem.

3.6.7 If either Party originates IntraMTA 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, 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 charges 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, or when an IXC delivers traffic to the network of the terminating Party.

3.6.8 WSP shall not route traffic it receives from or through an IXC that is destined for AT&T-21STATE's End Office Switches over the Interconnection Trunks proved by AT&T-21STATE to WSP pursuant to this Agreement.

3.6.9 All traffic received by AT&T-21STATE from WSP at an End Office Switch must terminate to that End Office Switch. End Offices Switches do not perform Tandem-switching functions.

3.7 Trunk Group Data Exchange:

3.7.1 A Trunk Group utilization report ("TIKI") is available upon request by WSP only in the AT&T-12STATEs. The report is provided in MS-Excel format.

3.8 Transmission and Routing Of Exchange Access Service Pursuant To Section 251(C)(2):

3.8.1 This Section provides the terms and conditions for the exchange of traffic between WSP's End Users and AT&T-21STATE's End Users for the transmission and routing of Switched Access Services traffic.

3.8.2 IXC Traffic:

3.8.3 All traffic between WSP and the AT&T-21STATE 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-21STATE 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-21STATE is not able to record WSP-originated traffic to an IXC. WSP also will provide to AT&T-21STATE, 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-21STATE Access Tandem, or combined local/Access Tandem. Where a separate Equal Access Trunk Group is used, WSP is solely financially responsible for the Facilities, termination, muxing, Trunk ports and any other equipment used to provide such Equal Access Trunk Groups.

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3.8.4 Terminating InterMTA Traffic:

3.8.4.1 Terminating InterMTA Traffic shall be routed over WSP's Switched Access Services Trunks and Facilities (FG-D).

3.8.5 Originating Landline to CMRS Inter-MTA Traffic:

3.8.5.1 This traffic is routed over the Local Interconnection Trunks.

3.8.6 Both Parties agree to abide by the resolution for Ordering and Billing Forum ("OBF") Issue 2308-Recording and Signaling Changes Required to Support Billing.

4.0 Intercarrier Compensation

4.1 Classification of Traffic:

4.1.1 Telecommunications traffic exchanged between AT&T-21STATE and WSP pursuant to this Agreement will be classified as IntraMTA Traffic, IXC traffic, or InterMTA Traffic.

4.1.2 IP-enabled (including, without limitation, voice over Internet protocol ("VoIP")) traffic between the Parties in the mobile-to-land and the land-to-mobile direction shall be treated as Telecommunications traffic for purposes of this Agreement, and compensation for such traffic shall be based on the jurisdictional end points of the call.

4.1.3 Traffic classification is based on how the NPA-NXX is registered in the LERG and LNP databases at the time of call processing.

4.2 Compensation for Local Authorized Services Interconnection:

4.2.1 Compensation rates for Interconnection are contained in the Pricing Schedule attached hereto.

4.2.2 Compensation for Local Authorized Services Interconnection:

4.2.2.1 Bill-and-Keep for IntraMTA Traffic, Transport and Termination. Subject to the limitations set forth below in Section 4.2.3 below, neither Party shall compensate the other for IntraMTA Traffic exchanged between the Parties; provided, however, that such calls are sent over Interconnection Trunks as described in Section 3 above.

4.2.3 Traffic Not Subject to Bill-and-Keep:

4.2.3.1 Exclusions. Bill-and-Keep shall apply solely to the transport and termination of IntraMTA Traffic sent over Local Interconnection Trunks and shall not apply to the following, including but not limited to:

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

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

4.2.3.1.3 Non-facility based traffic;

4.2.3.1.4 Paging Traffic;

4.2.3.1.5 InterMTA Traffic

4.2.3.1.6 IXC Traffic; and,

4.2.3.1.7 Any other type of traffic found to be exempt from Bill-and-Keep by the FCC or the Commission.

4.3 Recording and Tracking of IntraMTA and InterMTA Traffic:

4.3.1 Each Party will record its terminating minutes of use for all calls from the other Party. Recordings shall be based on Conversation MOUs for all IntraMTA and InterMTA Traffic 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. Each Party will perform the necessary call recording and rating for all 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.

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4.3.2 The Parties recognize that WSP may not have the technical ability to measure actual usage and bill AT&T-21STATE pursuant to this Agreement.

4.3.3 Except as provided in this Section 4, see the General Terms and Conditions for general billing requirements.

4.4 Compensation for InterMTA Traffic:

4.4.1 Terminating InterMTA Traffic:

4.4.1.1 All WSP terminating InterMTA Traffic is subject to the rates, terms and conditions set forth in AT&T-21STATE's federal and/or state access service tariffs and is owed and payable to AT&T-21STATE. All WSP terminating InterMTA Traffic must be routed over Switched Access Services trunks and facilities purchased by WSP from AT&T-21STATE's federal and/or state access service tariffs.

4.4.1.2 WSP terminating InterMTA Traffic shall not be routed over IntraMTA Interconnection or Equal Access Interconnection Trunks; however, the Parties agree that for any terminating Inter-MTA Traffic that is improperly routed over Local Interconnection or Equal Access trunks, based on data from AT&T-21STATE traffic studies, AT&T-21STATE is authorized to charge, and WSP will pay to AT&T-21STATE for such traffic, the Terminating InterMTA Traffic rate in the applicable intrastate and/or interstate Switched Access tariff(s).

4.4.1.3 WSP agrees to provide Jurisdictional Information Parameter ("JIP") in the call record for all WSP-originated IntraMTA and InterMTA Traffic, as set forth in ATIS' Network Interconnection Interoperability Forum reference document ATIS-0300011. For all traffic measurements, AT&T-21STATE will use JIP as the preferred method to classify the call as InterMTA-Interstate and InterMTA-Intrastate for usage billing. If WSP fails to populate JIP in accordance with the industry standard, then AT&T-21STATE will use either Originating Location Routing Number ("OLRN"), or originating NPA/NXX (calling party), or any another mutually agreed upon indicator that identifies cell site or originating Mobile Telephone Service Office ("MTSO")to classify the call as InterMTA-Interstate and InterMTA-Intrastate for usage billing.

4.4.1.4 AT&T-21STATE will perform traffic studies quarterly to determine if WSP is sending terminating InterMTA Traffic over Local Interconnection or Equal Access trunks. If WSP is sending such traffic, AT&T-21STATE will update the percentage of terminating InterMTA Traffic billed to WSP in accordance with results of such studies. AT&T-21STATE agrees to notify WSP of updates to the terminating InterMTA Traffic percentages on a quarterly basis, and the Parties agree that the updated percentage will be used to bill terminating InterMTA Traffic for the following quarter. Further, the Parties agree that amounts owed for terminating InterMTA will be paid by the due date. Disputes will be governed by the Dispute Resolution provisions of the General Terms & Conditions.

4.4.2 Originating Landline-to-WSP InterMTA Traffic:

4.4.2.1 For AT&T-21STATE originated landline-to-WSP traffic that, at the beginning of the call: (a) originates on AT&T-21STATE's network in one MTA; and, (b) is delivered to the mobile unit of WSP's End User located in another MTA, AT&T-21STATE shall charge and WSP shall pay a combined switched network access service rate of fifty percent (50%) inter-state and fifty percent (50%) intrastate per minute of use for such originating InterMTA Traffic, and shall be billed in accordance with the applicable Switched Access intrastate and/or interstate tariff(s). WSP shall not charge and AT&T-21STATE shall not pay reciprocal compensation for originating landline-to-WSP InterMTA Traffic.

4.4.2.2 Until such time as the Parties can measure originating landline-to-WSP Inter-MTA Traffic, a surrogate usage percentage, as stated in the Pricing Schedule attached hereto, will be applied to the total minutes originated by AT&T-21STATE's End Users that are delivered to WSP's network over the Interconnection Trunks.

4.5 Additional Responsibilities of the Parties:

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4.5.1 Each Party will be responsible for the accuracy and quality of its data submitted to the other Party.

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

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

4.5.4 For **AT&T-12STATE**, the Party that performs the SSP function (launches the query to the 800 database) will bill the 800 Service Provider for this function.

4.5.5 For **AT&T SOUTHEAST REGION 9-STATE**, CLEC will pay the database query charge set forth in the applicable **AT&T SOUTHEAST REGION 9-STATE** federal or state access tariff.

4.5.6 AT&T SOUTHEAST REGION 9-STATE, when WSP utilizes services provided by AT&T SOUTHEAST REGION 9-STATE that are necessary to deliver certain types of calls, (e.g., Local Number Portability queries and 800 Data Base queries), AT&T SOUTHEAST REGION 9-STATE will bill WSP the charges set forth in the applicable AT&T SOUTHEAST REGION 9-STATE federal or state access tariff.

4.6 Non-AT&T Tandem Providers:

4.6.1 Third Party Terminating Carrier shall mean a CLEC, an ILEC, another CMRS provider, an OELEC, or a Carrier that utilizes local switching from AT&T-21STATE, purchased on a wholesale basis, to provide service to its End Users, to which traffic is terminated when WSP uses a Non-AT&T Tandem Provide, as defined below.

4.6.2 Non-AT&T Tandem Provider shall mean a Telecommunications Carrier that provides tandem switching services to WSP and with whom WSP is directly interconnected for the purpose of delivering WSP traffic via Non-AT&T Tandem Provider's direct interconnection arrangements with AT&T-21STATE to (i) AT&T-21STATE's End User; or (ii) to an End User of a Third Party Terminating Carrier that utilizes local switching from AT&T-21STATE, purchased on a wholesale basis, to provide service to its End Users; or (iii) a Third Party Terminating Carrier's End User.

4.6.3 When a Non-AT&T Tandem Provider sends Traffic originated by the End Users of WSP to (i) AT&T-21STATE's End User; or (ii) to an End User of a Third Party Terminating Carrier that utilizes local switching from AT&T-21STATE, purchased on a wholesale basis, to provide service to its End Users; or (iii) a Third Party Terminating Carrier's End User, WSP is responsible for all Conversation MOUs billed by AT&T-21STATE for such traffic.

5.0 Meet Point Billing ("MPB") for Switched Access Services

5.1 Pursuant to the procedures described in the 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 Services 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 Services detail usage data to each other on a reciprocal, no charge basis.

5.2 WSP providers interconnecting with AT&T SOUTHEAST REGION 9-STATE must obtain a non-hosted Revenue Accounting Office code in order to receive detail usage data from AT&T SOUTHEAST REGION 9-STATE. Each Party agrees to provide the other Party with Access Usage Records ("AURs"), based upon mutually agreed upon intervals. Each Party shall provide the other Party with the billing name, billing address, and carrier identification code ("CIC") of the IXCs that may utilize any portion of the notifying Party's network in a Meet Point Billing ("MPB") arrangement in order to comply with the MPB Notification process as outlined in the MECAB document. The Parties shall provide this information to each other, except where proprietary restrictions prohibit disclosure. Each Party will be entitled to reject a record that does not contain a CIC code.

5.3 Other Responsibilities of the Parties:

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5.3.1 The Parties will each bill the IXC for their portion of the Switched Access Services, as stated in each Party's respective access tariff or WSP's contract with the IXC, based on the billing percentages stated below.

5.3.2 WSP shall designate AT&T-21STATE'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 Services customers for jointly provided Switched Access Services traffic shall be any mutually agreed upon billing percentage(s).

5.3.3 The Parties shall undertake all reasonable efforts to ensure that the billing percentages and associated information, as described in the MECAB document identified in Section 5.1 above, are maintained in their respective federal and state access tariffs or WSP's contract with the IXC, as required, until such time as such information is included in the National Exchange Carrier Association ("NECA") FCC Tariff No. 4.

5.3.4 Each Party shall implement the "Multiple Bill/Single Tariff" option described in the MECAB document identified in Section 5.1 above, so that each Party bills the IXC for its portion of the jointly provided Switched Access Services.

6.0 Transit Traffic Service

6.1 Introduction

6.1.1 This Transit Traffic Service section sets forth the rates, terms and conditions for Transit Traffic Service when AT&T ARKANSAS, AT&T CALIFORNIA, AT&T INDIANA, AT&T KANSAS, AT&T KENTUCKY, AT&T MISSOURI, AT&T NORTH CAROLINA, AT&T OHIO, AT&T OKLAHOMA, and/or AT&T TEXAS ("AT&T-TSP") acts as a Transit Service Provider for WSP. Transit Traffic Service allows WSP to exchange WSP-originated Telecommunications Transit Traffic with a Third Party Terminating Carrier to which WSP is not directly interconnected, and it allows WSP to receive Telecommunications Transit Traffic originated by a Third Party Originating Carrier.

6.2 Definitions

6.2.1 "Switched Access Traffic" means an offering of access to AT&T-TSP'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.

6.2.2 "Third Party Carrier" means a Telecommunications Carrier that is not a party to this Agreement.

6.2.3 "Third Party Originating Carrier" means a Telecommunications Carrier that originates Transit Traffic that transits AT&T-TSP's network and is delivered to WSP.

6.2.4 "Third Party Terminating Carrier" means a Telecommunications Carrier to which traffic is terminated when WSP uses AT&T-TSP's Transit Traffic Service.

6.2.5 "Transit Traffic" means traffic originating on WSP's network that is switched and transported by AT&T-TSP and delivered to a Third Party Terminating Carrier's network, or traffic from a Third Party Originating Carrier's network that is switched and transported by AT&T-TSP and delivered to WSP's network. A call that is originated by or terminated to a Third Party Carrier purchasing local switching pursuant to a commercial agreement with AT&T-TSP including, but not limited to; 271 Local Switching (271-LS), Local Wholesale Complete, Wholesale Local Platform Service agreement(s) or their successor agreements as applicable is not considered Transit Traffic for the purposes of this Agreement. Additionally, Transit Traffic does not include traffic to or from IXCs.

6.2.6 "Transit Traffic Service" is an optional switching and intermediate transport service provided by AT&T-TSP for Transit Traffic between WSP and a Third Party Originating or Terminating Carrier, where WSP is directly interconnected with AT&T-TSP's Tandem.

6.3 Responsibilities of the Parties

6.3.1 AT&T-TSP will provide WSP with Transit Traffic Service to all Third Party Terminating Carriers with which AT&T-TSP is interconnected, within the same LATA(s), or outside of the LATA to the extent a LATA boundary waiver exists.

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6.3.2 Transit Traffic Service rates apply to all Transit Traffic that originates on WSP's network. Transit Traffic Service rates do not apply to calls originating with or terminating to an AT&T-TSP End User.

6.3.3 WSP agrees to compensate AT&T-TSP for the Transit Traffic Services provided by AT&T-TSP at the rates set forth in the attached Pricing Schedule, as applicable.

6.3.4 WSP and AT&T-TSP must have Meet Point billing terms and conditions in this Interconnection Agreement.

6.4 WSP-Originated Transit Traffic

6.4.1 WSP has the sole obligation to enter into traffic compensation arrangements with Third Party Terminating Carriers, prior to delivering Transit Traffic to AT&T-TSP for transiting to such Third Party Terminating Carriers. In no event will AT&T-TSP have any liability to WSP or any Third Party Carrier, if WSP fails to enter into such traffic compensation arrangements. In the event WSP originates Transit Traffic that transits AT&T-TSP's network to reach a Third Party Terminating Carrier with which WSP does not have a traffic compensation arrangement, then WSP will indemnify, defend and hold harmless AT&T-TSP against any and all Losses including, without limitation, charges levied by such Third Party Terminating Carrier against AT&T-TSP. The Third Party Terminating Carrier and AT&T-TSP will bill their respective charges directly to WSP. AT&T-TSP will not be required to function as a billing intermediary, (i.e., clearinghouse). Under no circumstances will AT&T-TSP be required to pay any termination charges to the Third Party Terminating Carrier.

6.4.2 In the event WSP originates Transit Traffic destined for a Third Party Terminating Carrier with which WSP does not have a traffic compensation arrangement and a regulatory agency or court orders AT&T-TSP to pay such Third Party Carrier termination charges for the Transit Traffic AT&T-TSP has delivered, WSP will indemnify AT&T-TSP for any and all Losses related to such order, including, but not limited to, termination charges, interest, and any billing and collection costs. In the event of any such proceeding, AT&T-TSP agrees to allow WSP to participate as a party.

6.4.3 WSP will be responsible for sending the Calling Party Number (CPN) for calls delivered to AT&T-TSP's network. WSP shall not strip, alter, modify, add, delete, change, or incorrectly assign or re-assign any CPN. If AT&T-TSP identifies improper, incorrect, or fraudulent use of local exchange services or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, then WSP agrees to cooperate to investigate and take corrective action. If WSP is sending CPN to AT&T-TSP, but AT&T-TSP is not properly receiving the information, then WSP will work cooperatively with AT&T-TSP to correct the problem. If AT&T-TSP does not receive CPN from WSP, then AT&T-TSP cannot forward any CPN, and WSP will indemnify, defend and hold harmless AT&T-TSP from any and all Losses arising out of the failure of any traffic transiting AT&T-TSP's network to have CPN.

6.4.4 WSP, as a Telecommunications Carrier originating traffic, has the sole responsibility for providing appropriate information to identify Transit Traffic to Third Party Terminating Carriers.

6.5 WSP-Terminated Transit Traffic

6.5.1 WSP shall not charge AT&T-TSP when AT&T-TSP provides Transit Traffic Service for calls terminated to WSP.

6.5.2 The Third Party Originating Carrier is responsible for sending the CPN for calls originating on its network and passed to the network of WSP from AT&T-TSP. Where AT&T-TSP is providing Transit Traffic Service to WSP, AT&T-TSP will pass the CPN to WSP, as it is received from the Third Party Originating Carrier. If the CPN is not received from the Third Party Originating Carrier, AT&T-TSP cannot forward the CPN; therefore, WSP will indemnify, defend and hold harmless AT&T-TSP from any and all Losses arising from or related to the lack of CPN. If AT&T-TSP or WSP identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN from a Third Party Originating Carrier, WSP agrees to cooperate with AT&T-TSP and the Third Party Originating Carrier to investigate and take corrective action. If the Third Party Originating Carrier is sending CPN, but AT&T-TSP or WSP is not properly receiving the information, then WSP will work cooperatively with AT&T-TSP and the Third Party Originating Carrier to correct the problem.

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6.5.3 WSP agrees to seek terminating compensation directly from the Third Party Originating Carrier. AT&T-TSP will not be obligated to pay WSP for Transit Traffic or be considered as the default originator of the Transit Traffic.

6.6 Transit Traffic Routing/Trunk Groups

6.6.1 In each LATA in which WSP has one or more Mobile Switching Centers (MSCs) and desires to exchange Transit Traffic through AT&T-TSP, WSP shall trunk from each of its MSCs to all AT&T-TSP Tandems in such LATA; or, in the event WSP has no MSC in a LATA in which it desires to send Transit Traffic through AT&T-TSP then WSP shall establish one or more POIs within such LATA and trunk from each of its POIs to all AT&T-TSP Tandems in such LATA.

6.6.2 WSP shall route Transit Traffic destined to any Third Party Terminating Carrier to the appropriate AT&T-TSP Tandem Office Switch that is subtended by such Third Party Terminating Carrier's switch.

6.6.3 Transit Traffic not routed to the appropriate AT&T-TSP Tandem by WSP shall be considered misrouted. Transit Traffic routed by WSP to any AT&T-TSP End Office Switch shall be considered misrouted.

6.6.4 Upon written notification from AT&T-TSP of misrouting of Transit Traffic by WSP as identified above, WSP will take appropriate action and correct such misrouting within a reasonably practical period of time (no longer than sixty (60) days), after receipt of notification of such misrouting.

6.6.5 The Parties will route Transit Traffic over the same facilities and trunking that they route Section 251(b)(5) traffic pursuant to this Agreement.

6.7 Direct Trunking Requirements

6.7.1 When WSP Transit Traffic is routed through AT&T-TSP's Tandem to a Third Party Terminating Carrier and requires twenty-four (24) or more trunks, upon AT&T-TSP written request, WSP shall establish a direct trunk group or alternate transit arrangement between itself and the Third Party Terminating Carrier within sixty (60) calendar days from the date of AT&T-TSP's request. Once a Trunk Group has been established, WSP agrees to cease routing Transit Traffic through the AT&T-TSP Tandem to the Third Party Terminating Carrier, unless AT&T-TSP and WSP mutually agree otherwise.

6.8 State Specific Billing Requirements

6.8.1 For AT&T CALIFORNIA WSP will be charged Call Duration charges on a per MOU basis and a Call Setup charge on a per call basis at the Transit Traffic rates set forth in the Pricing Sheet.

6.8.2 For AT&T ARKANSAS, AT&T INDIANA, AT&T KANSAS, AT&T MISSOURI, AT&T OHIO, AT&T OKLAHOMA and/or AT&T TEXAS, WSP will be charged transit charges on a per MOU basis at the Transit Traffic rate set forth in the Pricing Sheets.

6.8.3 AT&T KENTUCKY and/or AT&T NORTH CAROLINA Transit Billing Requirements

6.8.3.1 The exchange of billing data related to jointly provided traffic at the Tandem level shall only apply to Third Party Carriers that are uniquely identified in the Electronic Message Interface (EMI) 1101 call records in either the Carrier Identification Code (CIC) or Operating Company Number (OCN) fields which are, respectively, fields 45 thru 49 and 167 thru 170 of the EMI record.

6.8.3.2 Subject to WSP providing all necessary information, AT&T KENTUCKY and/or AT&T NORTH CAROLINA agrees to participate in a billing arrangement whereby each provider on the call path will bill the Third Party Originating Carrier for its portion of Switched Access Traffic and Transit Traffic when both the Third Party Originating Carrier and Third Party Terminating Carrier participate in this billing arrangement with AT&T KENTUCKY and/or AT&T NORTH CAROLINA. AT&T KENTUCKY and/or AT&T NORTH CAROLINA shall pass Electronic Message Interface (EMI) 1101 call records to WSP at no charge. Notwithstanding the foregoing, where either or both of the Third Party Originating Carrier and Third Party Terminating Carrier of Transit Traffic do not have EMI capability or refuse to use an EMI billing arrangement for Transit Traffic, then WSP shall be responsible for all costs and charges incurred by AT&T KENTUCKY and/or AT&T NORTH CAROLINA for Transit Traffic originated by WSP.

6.8.3.3 Information required from WSP participating in EMI billing with AT&T KENTUCKY and/or AT&T NORTH CAROLINA includes, but is not limited to:

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(i) Regional Accounting Office code (RAO)

(ii) Operating Company Number (OCN) per state for each entity to be billed. If an OCN is not available for each billed entity, AT&T KENTUCKY and/or AT&T NORTH CAROLINA will only render a bill to WSP.

(iii) a unique Access Carrier Name Abbreviation (ACNA)

(iv) Percent Interstate Usage

(v) Percent Local Usage

(vi) 800 Service Percent Interstate Usage or default of fifty percent (50%)

(vii) Billing Interconnection Percentage

(viii) Screening Telephone Number (STN) for each interconnection trunk group from WSP's dedicated NXX that sub-tends an AT&T KENTUCKY and/or AT&T NORTH CAROLINA Tandem in the interconnected LATA and is within the same Numbering Plan Area (NPA) as the exchange where the WSP's AT&T KENTUCKY and/or AT&T NORTH CAROLINA, Type 2A trunk interconnection exists.

6.8.3.4 A default Billing Interconnection Percentage (BIP) of zero percent (0%) for AT&T KENTUCKY and/or AT&T NORTH CAROLINA and one hundred percent (100%) for WSP will be used, if WSP does not file with NECA to establish a BIP other than this default BIP.

6.8.3.5 NPA/NXX codes must be associated with a Point of Interconnection (POI) that physically resides within AT&T KENTUCKY's and/or AT&T NORTH CAROLINA's franchised service area, has a Common Language Location Identification (CLLI) that sub-tends an AT&T KENTUCKY and/or AT&T NORTH CAROLINA Tandem and has a Rate Center that sub-tends the same AT&T KENTUCKY and/or AT&T NORTH CAROLINA_Tandem. Tandem level interconnections with AT&T KENTUCKY and/or AT&T NORTH CAROLINA_are required, and WSP must deliver all Transit Traffic to AT&T KENTUCKY and/or AT&T NORTH CAROLINA over such Tandem level interconnections. Additionally, exchange of records will necessitate both the Third Party Originating Carrier and Third Party Terminating Carrier networks to subscribe to dedicated NXX codes, which can be identified as belonging to the Third Party Originating Carrier and Third Party Terminating Carrier network. NPA/NXX codes are presented in the Local Exchange Routing Guide (LERG) in association with a specific switch CLLI. Under national programming rules associated with Carrier Access Billing Systems (CABS), each CLLI is associated with a single rate center. Additionally, (i) if WSP has Type 2A and Non-Type 2A NPA/NXX codes associated with a single CLLI or, (ii) if the Type 2A NPA/NXX code or CLLI home on a non-AT&T KENTUCKY and/or AT&T NORTH CAROLINA SHA "00" Tandem or are in a disassociated LATA, then those NPA/NXX codes and CLLI codes will not be included in EMI billing.

6.8.3.6 For AT&T KENTUCKY and/or AT&T NORTH CAROLINA, WSP will be charged cellular intermediary charges on a per MOU basis at the Transit Traffic rate set forth in the Pricing Sheets.

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ATTACHMENT 03 - LOCAL NUMBER PORTABILITY AND NUMBERING

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1.0 Definitions

1.1 "Service Provider Number Portability (SPNP) Data Base Query" means a query to an LNP database for a Local Routing Number (LRN).

2.0 Numbering

2.1 Each Party is responsible for administering its assigned NXX code(s).

2.2 The Parties agree to maintain the original rate center designation of all numbers.

2.3 Prior to providing local service in an AT&T-21STATE Local Exchange Area, WSP shall obtain a separate numbering resource (NXX or NXX-X) for each AT&T-21STATE Rate Center to ensure compliance with the industry-approved Central Office Code (NXX) Assignment Guidelines (most current version) or other industry approved numbering guidelines and the FCC's Second Report & Order in CC Docket 95-116, released August 18, 1997 (Local Number Portability).

2.4 Where either Party has activated an entire NXX or NXX-X for a single End User, and such End User chooses to receive service from the other Party, the Parties will follow the guidelines of the Alliance for Telecommunications Industry Solutions (ATIS) "Thousands-Block (NPA-NXX-X) & Central Office Code (NPA-NXX) Administration Guidelines (TBCOCAG)" to reassign the central office code or thousands block to the other Party. The Parties agree that ATIS may, from time-to-time, revise its document and the Parties agree to use the most current version of the TBCOCAG. Reassignment of a Central Office Code or Thousands-Block will require development of a transition process to minimize impact on the Network and on the End User(s)' service and will be subject to appropriate industry lead times for movements of NXXs from one switch to another. The Parties shall not charge each other to recover costs associated with reassigning a Central Office Code or a Thousands-Block.

3.0 Local Number Portability (LNP)

3.1 Requirements for LNP:

3.1.1 The Parties shall provide to each other, on a reciprocal basis, number portability in accordance with requirements of the Act and FCC Rules and Orders.

3.1.2 Telephone numbers assigned to mass calling events shall be handled in compliance with the industry's non-LRN recommendation (NANC's High Volume Call-in Network dated February 18, 1998). The Parties agree that if any of these guidelines change, the Parties will use commercially reasonable efforts to comply with such changes.

3.1.3 Each Party shall be an End User's service provider for all of the End User's Telecommunications-related services and features, including but not limited to, industry notifications, Directory Listings, E911, Line Information Database (LIDB), and Operator Services), once the End User's telephone number has been ported to that Party's network.

3.1.4 Should WSP purchase and/or access the SPNP Database Query service from AT&T-21STATE, the Parties agree the purchase and/or access will be pursuant to the applicable AT&T-21STATE tariff or Guidebook and nothing in this Attachment addresses such service.

3.1.5 Unless a separate agreement is negotiated by the Parties, neither Party can order Directory Listings with LNP.

3.1.6 If a Party queries an LNP database, that Party will change the Forward Call Identifier (FCI) field's entry from 0 to 1 by the switch triggering the query, regardless of whether the called number has been ported or not.

3.1.7 Where technically feasible, the Parties shall populate the Jurisdiction Information Parameter (JIP) field with the first six (6) digits (NPA NXX format) of the appropriate LRN of the originating switch.

3.1.8 The Parties shall not charge each other for the porting of telephone numbers as a means for the other to recover the costs associated with LNP.

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3.2 Limitations of Service for LNP:

3.2.1 Telephone numbers of the following types shall not be ported:

3.2.1.1 AT&T-21STATE Official Communications Services (OCS) numbers;

3.2.1.2 555, 950, 956, 976 and 900 numbers;

3.2.1.3 N11 codes (e.g., 411 and 911); and

3.2.1.4 Disconnected or unassigned numbers.

3.3 Ordering for LNP:

3.3.1 Porting of numbers from NXXs marked as portable in the Local Exchange Routing Guide (LERG) will be initiated via LSRs based on Ordering and Billing Forum (OBF) guidelines and in accordance with the provisions of each Party's terms and conditions for access and use of the other Party's Operations Support Systems. The terms and conditions for access to each Party's OSS are in Attachment 4 Operations Support Systems of this Agreement.

3.3.2 The Parties may use a project management approach for the implementation of LSRs with 51 or more porting telephone numbers or for ports that require additional porting processes, including but not limited to paging numbers and mass calling numbers, or as the Parties may mutually agree. With regard to such managed projects, the Parties may negotiate implementation details such as, but not limited to: Due Date, Cutover Intervals and Times, Coordination of Technical Resources, and Completion Notice.

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ATTACHMENT 04 – OPERATING SUPPORT SYSTEMS (PORTING SUPPORT ONLY)

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1.0 Introduction

1.1 This Attachment sets forth terms and conditions for access to Operations Support Systems (OSS) "functions" to Wireless Service Provider (WSP) for pre-ordering, ordering, and provisioning of Wireline-to-Wireless Number Portability consistent with FCC Order #95-116 and related Orders.

1.2 The interfaces described herein have certain features which are not related to number portability, but which are inherently available via the interface. Such non-LNP features shall not be accessed nor used by, through, or on behalf of WSP pursuant to this Attachment. WSP hereby warrants and represents that it will not access such non-LNP features. The WSP is authorized by this Attachment to use only the Pre-Order, Ordering, and Provisioning functions identified herein and only for essential number portability functions.

2.0 Definitions

2.1 "Service Bureau Provider" (SBP), for purposes of this Attachment, means a company which has been engaged by a WSP to act on its behalf to access AT&T-21STATE's OSS application-to-application interfaces via a dedicated connection for the purpose of transporting multiple WSPs' Local Number Portability (LNP) transactions.

3.0 General Provisions

3.1 The Parties agree that electronic order processing is more efficient than manual order processing. During implementation of this Wireless Interconnection Agreement the WSP will migrate to electronic processing within six (6) months from the Effective Date of this Agreement. Electronic processing is available via AT&T-21STATE's application-to-application interface or via AT&T-21STATE's Graphical User Interface (GUI). After the six-month (6) transition period, WSP will no longer submit LNP orders manually and AT&T-21STATE shall not be required to accept and process manual orders, except when the electronic interface is unavailable for a substantial period of time.

3.2 Proper Use of OSS Interfaces

3.2.1 WSP agrees to utilize AT&T-21STATE electronic interfaces, as described herein, solely for the purposes of pre-order and order activity necessary for LNP. In addition, WSP agrees that such use will comply with AT&T-21STATE's Data Connection Security Requirements as identified in Section 7 of this Attachment. Failure to comply with such security guidelines or misuse of OSS interfaces may result in forfeiture of electronic access to OSS functionality. In addition, WSP shall be responsible for and indemnifies AT&T-21STATE against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of AT&T-21STATE's OSS from WSP systems, workstations or terminals or by WSP employees, agents, or any third party gaining access through information and/or Facilities obtained from or utilized by WSP and shall pay AT&T-21STATE for any and all damages caused by such unauthorized entry.

3.2.2 Within AT&T-21STATE regions, WSP's access to pre-order functions described in Section 4.2.1 below, will only be utilized to view Customer Proprietary Network Information (CPNI) of another carrier's End User where WSP has obtained an authorization from the End User for release of CPNI.

3.2.2.1 In AT&T-21STATE regions, WSP must maintain records of individual customers' authorizations for release of CPNI which adhere to all requirements of state and federal law, as applicable.

3.2.2.2 Throughout AT&T-21STATE region, WSP is solely responsible for determining whether proper authorization has been obtained and holds AT&T-21STATE harmless from any loss on account of WSP's failure to obtain proper CPNI consent from an End User.

3.2.3 By utilizing electronic interfaces to access OSS functions, WSP agrees to perform accurate and correct ordering such that no other users of AT&T-21STATE OSS, or any of their end users are harmed by the WSP's pre-order or order use of AT&T-21STATE's OSS. WSP is also responsible for all actions of its employees using any of AT&T-21STATE's OSS. As such, WSP agrees to accept and pay all reasonable costs or expenses, including labor costs, incurred by AT&T-21STATE caused by any and all inaccurate ordering or usage of the OSS, if such costs are not already recovered through other charges assessed by AT&T-21STATE to WSP. In addition, WSP agrees to indemnify and hold AT&T-21STATE harmless against

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any claim made by an End User of WSP or other third parties against AT&T-21STATE caused by or related to WSP's use of any AT&T-21STATE OSS.

3.2.4 In the event AT&T-21STATE has good cause to believe that WSP has used AT&T-21STATE OSS in a way that conflicts with this Agreement or Applicable Law, AT&T-21STATE shall give WSP written notice describing the alleged misuse ("Notice of Misuse"). WSP shall immediately refrain from the alleged misuse until such time that WSP responds in writing to AT&T-21STATE's Notice of Misuse, which shall be provided to AT&T-21STATE within twenty (20) calendar days after receipt of the Notice of Misuse. In the event WSP agrees with AT&T-21STATE's allegation of misuse, WSP shall refrain from the alleged misuse during the term of this Agreement.

3.2.5 In the event WSP does not agree that the WSP's use of AT&T-21STATE OSS is inconsistent with this Agreement or Applicable Law, then the Parties agree to the following steps:

3.2.5.1 If such misuse involves improper access of pre-order applications to obtain CPNI in violation of this Agreement, Applicable Law, or involves a violation of the security guidelines contained herein, or negatively affects another OSS user's ability to use OSS, WSP shall continue to refrain from using the particular OSS functionality in the manner alleged by AT&T-21STATE to be improper, until WSP has implemented a mutually agreeable remedy to the alleged misuse.

3.2.5.2 To remedy the misuse for the balance of the agreement, the Parties will work together as necessary to mutually determine a permanent resolution for the balance of the term of the agreement.

3.3 In order to determine whether WSP has engaged in the alleged misuse described in the Notice of Misuse, and for good cause shown, AT&T-21STATE shall have the right to conduct an audit of WSP's use of the AT&T-21STATE OSS. Such audit shall be limited to auditing those aspects of WSP's use of the AT&T-21STATE OSS that relate to AT&T-21STATE's allegation of misuse as set forth in the Notice of Misuse. AT&T-21STATE shall give ten (10) calendar days advance written notice of its intent to audit WSP ("Audit Notice") under this Section 3.3, and shall identify the type of information needed for the audit. Such Audit Notice may not precede AT&T-21STATE's Notice of Misuse. Within a reasonable time following the Audit Notice, but no less than fourteen (14) calendar days after the date of the notice (unless otherwise agreed by the Parties), WSP shall provide AT&T-21STATE with access to the requested information in any reasonably requested format, at an appropriate WSP location, unless otherwise agreed to by the Parties. The audit shall be at AT&T-21STATE's expense. All information obtained through such an audit shall be deemed proprietary and/or confidential and subject to confidential treatment without necessity for marking such information confidential. AT&T-21STATE agrees that it shall only use employees or outside parties to conduct the audit who do not have marketing, strategic analysis, competitive assessment or similar responsibilities within AT&T-21STATE.

3.4 AT&T-21STATE will and WSP may participate in the Order and Billing Forum (OBF) and the Telecommunications Industry Forum (TCIF) to establish and conform to uniform industry guidelines for electronic interfaces for pre-order, ordering, and provisioning. Neither Party waives its rights as participants in such forums or in the implementation of the guidelines. To achieve system functionality as quickly as possible, the Parties acknowledge that AT&T-21STATE may deploy interfaces with requirements developed in advance of industry guidelines. Thus, subsequent modifications may be necessary to comply with emerging guidelines. WSP and AT&T-21STATE are individually responsible for evaluating the risk of developing their respective systems in advance of guidelines and agree to support their own system modifications to comply with new requirements. In addition, AT&T-21STATE has the right to define Local Service Request (LSR) Usage requirements according to the General Section 1.0, paragraph 1.4 of the practices in the OBF Local Service Ordering Guidelines (LSOG), which states: "Options described in this practice may not be applicable to individual providers tariffs; therefore, use of either the field or valid entries within the field is based on the providers tariffs/practices."

3.5 Due to enhancements and on-going development of access to AT&T-21STATE's OSS functions, certain interfaces described in this Attachment may be modified, temporarily unavailable or may be phased out after execution of this Attachment.

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3.6 WSP is responsible for obtaining operating system software and hardware to access AT&T-21STATE OSS functions as specified in: "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures," or any other documents or interface requirements subsequently generated by AT&T-21STATE for any of its regions.

4.0 Pre-ordering

4.1 AT&T-21STATE will provide real time access to pre-order functions necessary to support WSP ordering of LNP. The following lists represent pre-order functions that are available to WSP so that WSP service requests may be created to comply with AT&T-21STATE region-specific ordering requirements.

4.2 Pre-ordering Functions for Wireless Number Portability include

4.2.1 Customer Service Information - CSI Inquiry

4.2.1.1 WSP shall access Pre-order data bases for the sole purpose of performing porting functions. WSP agrees that WSP will not access specified CSR information until after the WSP has obtained authorization from the End User for release of CPNI in compliance with conditions as described in Section 3.2.2 above of this Attachment.

4.2.2 Address Validation Inquiry

4.2.2.1 AT&T-21STATE provides the address validation function.

4.3 Electronic Access to Pre-Order Functions

4.3.1 AT&T-21STATE Pre-order Interface Availability: AT&T-21STATE will provide WSP access to the following interfaces:

4.3.1.1 AT&T-21STATE will provide electronic access to OSS via web-based GUIs and application-to-application interfaces.

4.3.1.2 AT&T-21STATE will provide all relevant documentation (manuals, user guides, specifications, etc.) regarding business rules and other formatting information, as well as practices and procedures, necessary to handle OSS related requests. All relevant documentation will be readily accessible via AT&T-21STATE's Prime Access website. Documentation may be amended by AT&T-21STATE in its sole discretion from time to time. All Parties agree to abide by the procedures contained in the then-current documentation.

5.0 Ordering

5.1 AT&T-21STATE will make available to WSPs ordering interfaces for the sole purpose of ordering LNP. Any attempts to use other ordering functionality of the OSS interfaces for purposes other than LNP may result in forfeiture of electronic access to OSS. Consistent with OBF, the industry mechanism for ordering LNP is via the Local Service Request (LSR). The AT&T-21STATE Local Service Ordering Requirements (LSOR) document will be updated with the conditions for ordering Wireline-to-Wireless Number Portability. When ordering LNP, the WSP will format the service request, in accordance with the AT&T-21STATE LSOR. AT&T-21STATE will provide WSP access to one or more of the following interfaces.

5.2 LNP Ordering Interface Availability:

5.2.1 AT&T-21STATE makes available to WSP web-based GUIs and application-to-application interfaces for transmission of the Local Service Request (LSR) for the ordering of wireline-to-wireless number portability as defined by the OBF and via web-based GUIs and application-to-application interfaces. In ordering of LNP, the WSP and AT&T-21STATE will utilize industry guidelines developed by OBF and TCIF to transmit web-based GUIs and application-to-application interfaces data.

6.0 Provisioning

6.1 AT&T-21STATE will provide to WSP with access to order status and provisioning order status is available via the regional pre-ordering and ordering GUIs, AT&T-21STATE's Prime Access website, and application-to-application

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interfaces.

6.2 AT&T-21STATE shall perform porting functions during its regular working hours. To the extent WSP requests a port to be performed outside AT&T-21STATE's regular working hours, or the work so requested requires AT&T-21STATE's technicians or project managers to work outside of regular working hours, AT&T-21STATE will assess overtime charges set forth in the applicable Pricing Schedule and/or AT&T-21STATE's intrastate Access Services Tariff.

7.0 Data Connection Security Requirements

7.1 WSP agrees to comply with AT&T-21STATE data connection security procedures, procedures as set forth on the AT&T CLEC Online website as they may change from time to time, including but not limited to procedures on joint security requirements, information security, user identification and authentication, network monitoring, and software integrity. To the extent there is a conflict between this Section 7.0 and the Competitive Local Exchange Carrier (CLEC) Operations Support Systems (OSS) Procedures, the CLEC OSS Interconnection Procedures shall govern.

7.2 WSP agrees that interconnection of WSP data Facilities with AT&T-21STATE data Facilities for access to OSS will be in compliance with AT&T-21STATE's "CLEC OSS Interconnection Procedures" document, which is revised from time to time and posted to the AT&T CLEC Online website.

7.3 Joint Security Requirements

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

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

7.3.3 WSP shall notify AT&T-21STATE within fourteen (14) calendar days when an employee used ID is no longer valid (e.g. employee termination or movement to another department).

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

7.3.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections which are made as a result of the user's access to either the WSP's or AT&T-21STATE's network. At a minimum, this shall include access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.

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

7.4 Additional Responsibilities of the Parties:

7.4.1 Modem/DSU Maintenance And Use Policy:

7.4.1.1 To the extent the access provided hereunder involves the support and maintenance of WSP

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equipment on AT&T-21STATE's premises, such maintenance will be provided under the terms of the "CLEC OSS Interconnection Procedures" document cited above.

7.4.2 Monitoring:

7.4.2.1 Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected, retained, and analyzed to identify potential security risks without notice. This information may include, but is not limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.

7.4.3 Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data Facilities or information. Each Party shall provide a specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.

7.4.4 In the event that one (1) Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found, documented, and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must be provided by the non-complying Party within thirty (30) calendar days of the date of the identified inconsistency. The corrective action plan must identify what will be done, the Party accountable/responsible, and the proposed compliance date. The non-complying Party must provide periodic status reports (minimally monthly) to the other Party's security organization on the implementation of the corrective action plan in order to track the work to completion.

7.4.5 In the event there are technological constraints or situations where either Party's corporate security requirements cannot be met, the Parties will institute mutually agreed upon alternative security controls and safeguards to mitigate risks.

7.4.6 All network-related problems will be managed to resolution by the respective organizations, WSP or AT&T-21STATE, as appropriate to the ownership of a failed component. As necessary, WSP and AT&T-21STATE will work together to resolve problems where the responsibility of either Party is not easily identified.

7.5 Information Security Policies and Guidelines for Access to Computers, Networks and Information By Non-Employee Personnel

7.5.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Section 7.6 below through Section 7.12 below inclusive summarize the general policies and principles for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to WSP or AT&T-21STATE, respectively, as the providers of the computer, network or information in question.

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

7.6 General Policies

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7.6.1 Each Party's resources are approved for this Agreement's business purposes only.

7.6.2 Each Party may exercise at any time its right to inspect, record, and/or remove all information contained in its systems, and take appropriate action should unauthorized or improper usage be discovered.

7.6.3 Individuals will only be given access to resources that they are authorized to receive and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.

7.6.4 Authorized users shall not develop, copy or use any program or code which circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.

7.6.5 Actual or suspected unauthorized access events must be reported immediately to each Party's security organization or to an alternate contact identified by that Party. Each Party shall provide its respective security contact information to the other.

7.7 User Identification

7.7.1 Access to each Party's corporate resources will be based on identifying and authenticating individual users in order to maintain clear and personal accountability for each user's actions.

7.7.2 User identification shall be accomplished by the assignment of a unique, permanent user ID, and each user ID shall have an associated identification number for security purposes.

7.7.3 UserIDs will be revalidated on a monthly basis.

7.8 User Authentication

7.8.1 Users will usually be authenticated by use of a password. Strong authentication methods (e.g. one-time passwords, digital signatures, etc.) may be required in the future.

7.8.2 Passwords must not be stored in script files.

7.8.3 Passwords must be entered by the user.

7.8.4 Passwords must be at least six (6) to eight (8) characters in length, not blank or a repeat of the user ID; contain at least one (1) letter, and at least one (1) number or special character must be in a position other than the first or last one. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.

7.8.5 Systems will require users to change their passwords regularly (usually every thirty-one (31) days).

7.8.6 Systems are to be configured to prevent users from reusing the same password for six (6) changes/months.

7.8.7 Personal passwords must not be shared. A user who has shared his password is responsible for any use made of the password.

7.9 Access and Session Control

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

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

7.10 User Authorization

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

7.11 Software and Data Integrity

7.11.1 Each Party shall use a comparable degree of care to protect the other Party's software and data from unauthorized access, additions, changes and deletions as it uses to protect its own similar software and

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data. This may be accomplished by physical security at the work location and by access control software on the workstation.

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

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

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

7.12 Monitoring and Audit

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

> *"This is a(n) (AT&T-21STATE or WSP) system restricted to Company official business and subject to being monitored at any time. Anyone using this system expressly consents to such monitoring and to any evidence of unauthorized access, use, or modification being used for criminal prosecution."*

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

8.0 Miscellaneous

8.1 To the extent AT&T-21STATE seeks to recover costs associated with OSS access and connectivity, AT&T-21STATE shall not be foreclosed from seeking recovery of such costs via negotiation, arbitration, or generic proceeding during the term of this Agreement.

8.2 Unless otherwise specified herein, charges for the use of AT&T-21STATE's OSS, and other charges applicable to pre-ordering, ordering, and provisioning, shall be assessed at the rates set forth in the applicable Pricing Schedule and/or tariffs.

8.3 Single Point of Contact:

8.3.1 WSP will be the single point of contact with AT&T-21STATE except that AT&T-21STATE may accept a request directly from another WSP, or AT&T-21STATE, acting with authorization of the affected End User. WSP and AT&T-21STATE shall indicate Letter of Authorization (LOA) proof of End User authorization in accordance with practices outlined on AT&T-21STATE's Prime Access website. The Parties shall each be entitled to adopt their own internal processes for verification of End User authorization for requests, provided, however, such processes shall comply with applicable state and federal law and industry and regulatory guidelines. AT&T-21STATE will notify WSP that such a request has been processed but will not be required to notify WSP in advance of such processing.

9.0 Service Bureau Provider Arrangement for Shared Access to OSS

9.1 AT&T-21STATE shall allow WSP to access the applicable AT&T-21STATE OSS interfaces, as set forth in this Attachment of the WSP's Wireless Interconnection Agreement, via a Service Bureau Provider under the following terms and conditions.

9.2 Notwithstanding any language in this Agreement regarding access to OSS to the contrary, WSP shall be permitted to access AT&T-21STATE OSS via a Service Bureau Provider as follows:

9.2.1 WSP shall be permitted to access AT&T-21STATE application-to-application OSS interfaces, via a Service Bureau Provider where WSP has entered into an agency relationship with such Service Bureau Provider,

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and the Service Bureau Provider has executed an Agreement with AT&T-21STATE to allow Service Bureau Provider to establish access to and use of AT&T-21STATE's OSS.

9.2.2 WSP's use of a Service Bureau Provider shall not relieve WSP of the obligation to abide by all terms and conditions of this Agreement. WSP must ensure that its agent properly performs all OSS obligations of WSP under this Agreement, which WSP delegates to Service Bureau Provider.

9.2.3 It shall be the obligation of WSP to provide notice in accordance with the notice provisions of the Two-Way CMRS Interconnection Agreement (Wireless) - General Terms and Conditions whenever it established an agency relationship with a Service Bureau Provider or terminates such a relationship. AT&T-21STATE shall have a reasonable transition time to establish a connection to a Service Bureau Provider once WSP provides notice. Additionally, AT&T-21STATE shall have a reasonable transition period to terminate any such connection after notice from WSP that it has terminated its agency relationship with a Service Bureau Provider.

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ATTACHMENT 05 – 911/E911

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1.0 Introduction

1.1 This Attachment sets forth terms and conditions for 911 Service Access provided by the applicable AT&T-21STATE owned Incumbent Local Exchange Carrier (ILEC) to WSPs for access to the applicable AT&T-21STATE-owned ILEC's 911 and E911 Databases, and Interconnection to an AT&T-21STATE-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 WSP's use of AT&T-21STATE 911 network service elements which AT&T-21STATE uses in the provision of E911 Universal Emergency Number/ 911 Telecommunications Services, where AT&T-21STATE is the 911 service provider. E911 Authority purchases Universal Emergency Number/911 Telecommunications Service from AT&T-21STATE. Wireless E911 Service Access makes available to WSP only the service configuration purchased by the E911 Authority from AT&T-21STATE. AT&T-21STATE shall provide Wireless E911 Service Access to WSP as described in this Attachment, in each area in which (i) WSP is authorized to provide CMRS and (ii) AT&T-21STATE 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 WSP's Phase I and Phase II E911 obligations.

2.0 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 WSP's Wireless End User by dialing "911" (and, as necessary, pressing the "Send" or analogous transmitting button) on a Wireless Handset.

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

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

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

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

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

2.8 "Centralized Automatic Message Accounting (CAMA) Trunk" means a trunk that uses Multi-Frequency (MF) signaling to transmit calls from the WSP's switch to an AT&T-21STATE E911 Selective Router.

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

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

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

2.12 "Common Channel Signaling/Signaling System 7 Trunk" or "CCS/SS7 Trunk or SS7 Signaling" means a trunk that uses Integrated Services Digital Network User Part (ISUP) signaling to transmit ANI from WSP's switch to an AT&T-21STATE 911 Selective Routing Tandem.

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2.13 "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.

2.14 "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 designated 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.

2.15 "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.

2.16 "E911 Trunk" means one-way terminating circuits which provide a trunk-side connection between WSP's MSC and AT&T-21STATE 911 Tandem equipped to provide access to 911 services as technically defined in Telcordia Technical Reference GR145-CORE.

2.17 "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.

2.18 "Emergency Service Number" or "ESN" is a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area, or Emergency Service Zone (ESZ). The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency(ies).

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

2.20 "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.

2.21 "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.

2.22 "End User", for purposes of this Attachment only, means the 911 caller.

2.23 "Hybrid CAS" means a wireless 911 solution set that utilizes one transmission path to deliver the voice and Mobile Directory Number (MDN) to the PSAP and a separate transmission path to deliver the callers location information to the PSAP.

2.24 "Meet Point" means the demarcation between the AT&T-21STATE network and the WSP network.

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

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

2.27 "NENA Company Identifier" or "NENA ID" means the three to five (3 to 5) character identifier obtained by the Customer from the National Emergency Number Association (NENA), 4350 N. Fairfax Drive, Suite 750, Arlington, VA 22203-1695. The NENA company ID allows the PSAP to identify the switching carrier for the caller, and to determine the 24 x 7 number of the Company for emergency contact needs.

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

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

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

2.31 "Public Safety Answering Point" or "PSAP" means an answering location for 911 calls originating in a given area. The E911 Authority may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs

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are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.

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

2.33 "Selective Routing" means the routing of a 911 call to the proper PSAP based upon the location of the caller. Selective Routing is controlled by the ESN which is derived from the customer location.

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

2.35 "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 WSP's network prior to updating the ALI record and forwarding to the appropriate PSAP.

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

3.0 AT&T-21STATE Responsibilities

3.1 AT&T-21STATE 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-21STATE is the 911 service provider. AT&T-21STATE shall provide 911 Service to WSP in areas where WSP is licensed to provide service and AT&T-21STATE provides the 911 System component. In such situations, AT&T-21STATE shall provide WSP access to the AT&T-21STATE 911 System as described in this section.

3.2 Call Routing

3.2.1 AT&T-21STATE will route 911 calls from the AT&T-21STATE SR to the designated Primary PSAP according to routing criteria specified by the PSAP.

3.2.2 When routing a 911 call and where AT&T-21STATE is the ALI Database Provider, in a Phase I application, AT&T-21STATE will forward the Phase I data as provided by the WSP and in a Phase II application, where Phase II service has been initiated by the PSAP, AT&T-21STATE will forward the Phase I and Phase II data as provided by the WSP.

3.3 Facilities and Trunking

3.3.1 AT&T-21STATE shall provide and maintain sufficient dedicated E911 trunks from AT&T-21STATE's SR's to the PSAP of the E911 Authority, according to provisions of the applicable State Commission approved tariff and documented specifications of the E911 Authority.

3.3.2 After receiving WSP's order, AT&T-21STATE will provide, and WSP 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-21STATE tariff within the serving state. Additionally, when WSP requests diverse facilities, AT&T-21STATE will provide such diversity where technically feasible, at standard tariff rates.

3.3.3 AT&T-21STATE and WSP will cooperate to promptly test all Trunks and Facilities between WSP's network and the AT&T-21STATE SR(s).

3.3.4 AT&T-21STATE will be responsible for the coordination and restoration of all 911 network maintenance problems to WSP's facility Meet Point.

3.4 Database

3.4.1 Where AT&T-21STATE manages the 911 and E911 Databases and WSP deploys a CAS or Hybrid-CAS Solution, and also NCAS in AT&T-21STATE, utilizing AT&T-21STATE E911 DBMS:

3.4.1.1 AT&T-21STATE shall store the WSP's Shell records in the electronic data processing database for the E911 DBMS.

3.4.1.2 AT&T-21STATE shall coordinate access to the AT&T-21STATE E911 DBMS for the initial loading and updating of the WSP's records.

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3.4.1.3 AT&T-21STATE's ALI database shall accept electronically transmitted files that are based upon NENA standards.

3.4.1.4 WSP's designated third-party provider may perform the above database functions.

3.4.2 In AT&T-12STATE where AT&T-12STATE manages the 911 and E911 Databases, and WSP deploys an NCAS solution:

3.4.2.1 AT&T-12STATE will provide a copy of the static MSAG received from the appropriate E911 Authority, to be utilized for the development of Shell ALI Records.

4.0 WSP Responsibilities

4.1 Call Routing

4.1.1 Where AT&T-21STATE is the 911 System Service Provider, WSP will route 911 calls from WSP's MSC to the AT&T-21STATE SR office of the 911 system.

4.1.2 Depending upon the network service configuration, WSP 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-21STATE 911 SR.

4.2 Facilities and Trunking

4.2.1 Where specified by the E911 Authority or PSAP, WSP shall provide or order from AT&T-21STATE transport and trunk termination to each AT&T-21STATE 911 SR that serves the areas in which WSP is licensed to and will provide CMRS service.

4.2.2 WSP shall be responsible for determining and maintaining facility transport capacity sufficient to route 911 traffic over trunks dedicated for 911 interconnection between the WSP's MSC and the AT&T-21STATE SR.

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

4.2.4 WSP shall order a minimum of two (2) one-way outgoing trunk(s) dedicated for originating 911 Emergency Service calls from the WSP's MSC to each AT&T-21STATE 911 SR, 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.

4.2.5 WSP 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.

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

4.2.7 In order to implement E911 Service, WSP or its agent is responsible for ordering the appropriate data circuit as specified by AT&T-21STATE technical reference located on the appropriate AT&T CLEC Online website, from WSP's MSC to the appropriate AT&T-21STATE ALI server where AT&T-21STATE is the designated ALI Database Provider. Such data circuit may be ordered from AT&T-21STATE affiliate or vendor of WSP's choice.

4.2.8 WSP shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If WSP's traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, WSP shall request additional circuits from AT&T-21STATE.

4.2.9 WSP will cooperate with AT&T-21STATE to promptly test all 911 trunks and facilities between WSP's network and the AT&T-21STATE 911 Selective Router(s) to assure proper functioning of 911 service. WSP agrees that it will not pass live 911 traffic until both Parties complete successful testing.

4.2.10 WSP is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to WSP's facility point of interconnection (POI). WSP is responsible for advising AT&T-21STATE of the circuit identification and the fact that the circuit is a 911 circuit when notifying AT&T-21STATE of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. AT&T-21STATE will refer network trouble to WSP if no defect is found in AT&T-21STATE's 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

4.3 Database

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4.3.1 Where AT&T-21STATE is the 911 System Service Provider, and WSP deploys a CAS or Hybrid CAS Solution utilizing AT&T-21STATE 911 DBMS:

4.3.1.1 WSP or its agent shall be responsible for providing WSP's Shell Records, and all associated records (i.e. NPA NXX table form and MPC Cross Reference form) to AT&T-21STATE or AT&T-21STATE's designated agent, for inclusion in AT&T-21STATE's DBMS, Selective Router and MPC Cross Reference tables on a timely basis in an electronic format based upon established NENA standards and as directed in the Wireless E911 Carrier Guide (located on the AT&T-21STATE Prime Access website. WSP or its agent shall provide initial and ongoing updates of WSP's ALI records that are in electronic format based upon established NENA Standards.

4.3.1.2 WSP shall adopt use of a Company ID on all WSP Shell Records in accordance with NENA standards. The Company ID is used to identify the WSP of record in facility configurations.

4.3.1.3 WSP is responsible for providing updates to AT&T-21STATE 911 DBMS; in addition, WSP is responsible for correcting any errors that may occur during the entry of their data as reflected on the status and error report.

4.4 Other

4.4.1 WSP 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 WSP and/or End Users by any municipality or other governmental entity within whose boundaries the WSP provides CMRS.

4.4.2 In the event that there is a valid E911 Phase II PSAP request, WSP shall notify AT&T-21STATE 911 Account Manager at least five (5) months prior to WSP's proposed Phase II implementation state.

5.0 Responsibilities Of Both Parties

5.1 The Parties shall jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from the WSP's MSC to the designated AT&T-21STATE 911 Selective Router(s).

6.0 Methods and Practices

6.1 With respect to all matters covered by this Attachment, 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-21STATE's applicable Commission ordered tariff(s) and (iv) the principles expressed in the recommended standards published by NENA. AT&T-21STATE Wireless 911 Customer Guides are located on appropriate AT&T-21STATE Prime Access website.

7.0 Contingency

7.1 The terms and conditions of this Attachment represent a negotiated plan for providing access to 911 and E911 Databases, and Interconnection to an AT&T-21STATE-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-21STATE and WSP.

8.0 Basis Of Compensation

8.1 WSP shall compensate AT&T-21STATE for the elements described in the Pricing Schedule at the rates set forth in the Pricing Schedule on a going forward basis. There shall be no true up or price adjustments for process charged for wireless 911 implementations accomplished via prior agreement or tariff prior to the effective date of this Attachment. Rates for access to 911 and E911 Databases, Interconnection and call routing of E911 call completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act are set forth in the Pricing Schedule or applicable AT&T-21STATE Commission-approved access tariff. In addition, the Parties acknowledge that the interim rates set forth in the Attachment 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

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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-21STATE files a new or revised tariff after the effective date of this Attachment ("New Tariff") containing rates for one or more of the elements described in the Pricing Schedule that vary from rates contained in a prior approved tariff or the rates specified in the Pricing Schedule, 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 Schedule to list charges for the data circuit does not negate any such charges for the data circuit, should WSP elect to purchase such data circuit from an AT&T-21STATE affiliate.

8.2 Charges for E911 Service shall begin once the Trunks and Facilities are installed and successfully tested between WSP's network and AT&T-21STATE SR(s) and have been accepted by the WSP.

9.0 Mutuality

9.1 WSP agrees that to the extent it offers the type of services covered by this Attachment to any company, that should AT&T-21STATE request such services, WSP will provide such services to AT&T-21STATE under terms and conditions comparable to the terms and conditions contained in this Attachment.

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PRICING SCHEDULE

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1.0 PRICING SCHEDULE

1.1 This Attachment sets forth the pricing terms and conditions. The rate tables included in this Attachment may be divided into categories. These categories 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.

1.2 Replacement of Non-Interim Rates

1.2.1 If any Non-Interim Rate is changed as the result of an order by the appropriate Commission, the Parties agree to follow the Intervening Law process outlined in the Intervening Law Section of the General Terms and Conditions. Such rate change shall be retroactive to the date of the Commission order, or other Commission guidance upon execution of the rate change amendment. Should CLEC fail to execute the rate change amendment within the prescribed interval outlined as their intervening law compliance period, then AT&T-21STATE will change the rate(s) upon expiration of that prescribed interval including retroactivity to the date of the Commission order or other Commission guidance.

1.3 Replacement of Interim Rates

1.3.1 If any Interim Rate is established as the result of an order by the appropriate Commission, the Parties agree to follow the Intervening Law process outlined in Intervening Law Section of the General Terms and Conditions. CLEC acknowledges that once the rate becomes permanent AT&T-21STATE has the right to implement the rate change in accordance with the Commission order, or Commission guidance.

1.4 Notice to Adopting CLECs

1.4.1 Notwithstanding anything to the contrary in this Pricing Schedule and Agreement, in the event that any other CLEC should seek to adopt the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the current and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between AT&T-21STATE and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any adopting CLEC is foreclosed from making any such claim hereunder.

1.5 Billing for Products and Services Without Language and/or Rates Within the Agreement

1.5.1 AT&T-21STATE's obligation, under this Agreement, per the GT&C is to only provide Interconnection Services for which complete rates, terms and conditions are contained in this Agreement. CLEC's obligation, under this Agreement, per the GT&C is to only order Interconnection Services for which complete rates, terms and conditions are contained in this Agreement. Accordingly, to the extent CLEC orders a product or service for which there are not complete rates, terms and conditions contained in this Agreement, AT&T-21STATE may reject the order. In the event that CLEC orders, and AT&T-21STATE provisions, a product or service to CLEC for which there are not complete rates, terms and conditions in this Agreement, or any applicable tariff or guidebook then AT&T-21STATE will follow those procedures outlined in the Termination for Nonperformance or Breach Section of this Agreement. If CLEC fails to cure the nonperformance or breach, AT&T-21STATE will disconnect the Interconnection Service(s).

1.5.2 AT&T-21STATE's provisioning of orders for such Interconnection Services is expressly subject to Section 1.5.1 above, and in no way constitutes a waiver of AT&T-21STATE's right to charge and collect payment for such products and/or services.

1.6 Tariff Rates

1.6.1 Where the rate for an AT&T-21STATE Interconnection Service is identified as a tariff or guidebook rate, then the rates, terms and conditions will be governed by the applicable tariff or guidebook. The issuance of a Commission Order approving such rate changes, or the posting of new rates in a guidebook, shall be the only notice required to effectuate the rate changes. Provided however, should an AT&T-21STATE Interconnection Service governed by an applicable tariff or guidebook be withdrawn or invalidated in any way during the term of this Agreement, the last rates in effect at the time of such withdrawal or invalidation shall continue to apply

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until the AT&T-21STATE Interconnection Service is disconnected or migrated to another service offering.

1.7 Resale Discounts

1.7.1 The Resale Discount applicable to purchases of Resold Services in each State is the current Commission-approved rate. Any Commission approved or ordered change in the Resale discount for Resold Services shall be automatically incorporated into this Agreement for the state in which such Commission approves or orders the change. The issuance of the Commission Order approving such change shall be the only Notice required under this Agreement.

1.8 Recurring Charges

1.8.1 Unless otherwise identified in the Pricing Sheet, where rates are shown as monthly, a month will be defined as a thirty (30) day calendar month. The minimum term for each monthly rated Interconnection Services will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum term for Interconnection Services, if applicable, will be specified in the rate tables included in this Attachment.

1.8.2 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed AT&T-21STATE will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, AT&T-21STATE will round up to the next whole mile before determining the mileage and applying rates.

1.9 Non-Recurring Charges:

1.9.1 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as “non-recurring charges”.

1.9.2 Consistent with FCC Rule 51.307(d), there may be non-recurring charges for each 251(c)(3) UNE.

1.9.3 When CLEC converts an End-User currently receiving non-complex service from AT&T-21STATE, the normal service order charges will apply and any additions and/or changes made at the time of conversion will incur nonrecurring charges associated with said additions and/or changes.

1.9.4 CLEC shall pay the applicable service order processing/administration charge for each service order submitted by CLEC to AT&T-21STATE to process a request for installation, disconnection, rearrangement, change, or record order.

1.9.5 In some cases, Commissions have ordered AT&T-21STATE to separate disconnect costs and installation costs into two separate nonrecurring charges. Accordingly, unless otherwise noted in this Agreement, the Commission-ordered disconnect charges will be applied at the time the disconnect activity is performed by AT&T-21STATE, regardless of whether or not a disconnect order is issued by CLEC.

1.9.6 Time and Material charges, also known as Additional Labor Charges, are defined in the Price Sheet contained herein.

1.9.7 Loop Zone charges are defined in the Price Sheet contained herein.

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
5	SC	911 PBX LOCATE	911 PBX Locate Database Capability - Service Establishment per CLEC per End User Account	9PBDC	9PBEU			1,813.00		per CLEC per End User Account
5	SC	911 PBX LOCATE	911 PBX Locate Database Capability - Changes to TN Range or Customer Profile	9PBDC	9PBTN			181.40		
5	SC	911 PBX LOCATE	911 PBX Locate Database Capability - Per Telephone Number (Monthly)	9PBDC	9PBMM		0.07			Telephone Number
5	SC	911 PBX LOCATE	911 PBX Locate Database Capability - Change Company (Service Provider) ID	9PBDC	9PBPC			532.48		
5	SC	911 PBX LOCATE	911 PBX Locate Database Capability - PBX Locate Service Support per CLEC (Monthly)	9PBDC	9PBMR		181.29			CLEC
5	SC	911 PBX LOCATE	911 PBX Locate Database Capability - Service Order Charge	9PBDC	9PBSC			15.69		
W2	SC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Section 251(b)(5) Calls Transport and Termination - Type 2A				0.00			$/conversation MOU
W2	SC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Section 251(b)(5) Calls Transport and Termination - Type 2B				0.00			$/conversation MOU
W2	SC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Section 251(b)(5) Calls Transport and Termination - Type 1				0.00			$/conversation MOU
W2	SC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - MF		MRSSD		0.00			$/DSO Trunk
W2	SC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - SS7		MRSSE		0.00			$/DSO Trunk
W2	SC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Shared Facility Factor							
W2	SC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Originating Landline to WSP InterMTA Traffic Rate				0.011096			$/conversation MOU
W2	SC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Originating Landline to WSP InterMTA Traffic Percent				0.06			
W2	SC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Terminating InterState/IntraState InterMTA Traffic Rate				$0.000000			

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