

APPENDIX RECIPROCAL COMPENSATION [CELLULAR/PCS]

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APPENDIX RECIPROCAL COMPENSATION

1. APPENDIX SCOPE AND TERM

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

2. COMPENSATION FOR LOCAL AUTHORIZED SERVICES INTERCONNECTION – RECIP COMP

- 2.1 Compensation rates for Interconnection are contained in Appendix - Pricing (Wireless).
- 2.2 Compensation for Section 251(b)(5) Calls Transport and Termination. Subject to the limitations set forth below in Section 2.3, AT&T-13STATE shall compensate WSP for the transport and termination of Section 251(b)(5) Calls originating on AT&T-13STATE's network and terminating on WSP's network. WSP shall compensate AT&T-13STATE for the transport and termination of Section 251(b)(5) Calls originating on WSP's network and terminating on AT&T-13STATE's network. The rates for this reciprocal compensation are set forth in Appendix Pricing (Wireless).
- 2.3 Traffic Not Subject to Reciprocal Compensation
- 2.3.1 Exclusions. Reciprocal compensation shall apply solely to the transport and termination of Section 251(b)(5) Calls, which shall not include, without limitation, the following:
- 2.3.1.1 Non-CMRS traffic (traffic that is not intended to originate or terminate to a mobile station using CMRS frequency);
- 2.3.1.2 Toll-free calls (e.g., 800/888), Information Services Traffic, 500 and 700 calls;
- 2.3.1.3 Third Party Traffic;
- 2.3.1.4 Paging Traffic;
- 2.3.1.5 InterMTA Traffic;
- 2.3.1.6 Any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission.

3. CLASSIFICATION OF TRAFFIC

- 3.1 Telecommunications traffic exchanged between AT&T-13STATE and WSP pursuant to this Agreement will be classified as either Section 251(b)(5) Calls, IXC traffic, or InterMTA Traffic.
- 3.2 The Parties agree that ISP-bound traffic between them in the mobile-to-land direction, if any, is presently *de minimis* and shall be deemed *de minimis* and treated as Telecommunications traffic for purposes of this Agreement. No additional or separate measurement or tracking of ISP-bound traffic shall be necessary. The Parties agree there is and shall be no ISP traffic exchanged between them in the land-to-mobile direction subject to this Agreement.
- 3.3 Billing For Mutual Compensation
- 3.3.1 Each Party will record its terminating minutes of use for all intercompany calls. Each Party will perform the necessary call recording and rating for calls, and shall be responsible for billing and collection, from its End Users. Except as specifically provided herein, each Party shall use procedures that record and measure actual usage for purposes of providing invoices to the other Party.
- 3.3.2 The Parties recognize that WSP may not have the technical systems to measure actual usage and bill AT&T-13STATE pursuant to this Agreement. To the extent WSP does not have the ability to

measure and bill the actual amount of **AT&T-13STATE**-to-WSP Section 251(b)(5) Calls traffic ("Land-to-Mobile Section 251(b)(5) Calls Traffic"), and in the event **AT&T-13STATE** also does not record the actual amount of such Land-to-Mobile Section 251(b)(5) Calls Traffic, WSP shall bill **AT&T-13STATE** the charges due as calculated and described in Sections 3.3.3 and 3.3.4 below.

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

EXAMPLE

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

Mobile-to-land MOU = 15,000

Shared Facility Factor = .20

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

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

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 Each Party to this Appendix will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved.
- 4.2 Where SS7 connections exist, each Party will include in the information transmitted to the other for each call being terminated on the other's network, where available, the original and true Calling Party Number (CPN).
- 4.3 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.

5. ALTERNATE TANDEM PROVIDER

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

- 5.2 "Third Party Originating Carrier" means a Competitive Local Exchange Carrier (CLEC), Incumbent Local Exchange Carrier (ILEC), Commercial Mobile Radio Service (CMRS) provider and/or Out-of Exchange Local Exchange Carrier (OE-LEC) that sends traffic originated by its End Users to an Alternate Tandem Provider.
- 5.3 Third Party Terminating Carrier shall mean Competitive Local Exchange Carrier (CLEC), Incumbent Local Exchange Carrier (ILEC), Commercial Mobile Radio Service (CMRS) provider, Out-of Exchange Local Exchange Carrier (OE-LEC), AT&T-13STATE as the Incumbent Local Exchange Carrier (ILEC) or a Carrier that utilizes local switching from AT&T-13STATE purchased on a wholesale basis to provide service to its End Users, to which traffic is terminated when CLEC uses an Alternate Tandem Provider.
- 5.4 When Alternate Tandem Provider sends Traffic originated by the End Users of WSP functioning as the Third Party Originating Carrier to an End User of AT&T-13STATE who is functioning as the Third Party Terminating Carrier, WSP is responsible for all Minutes of Use ("MOUs") billed by AT&T-13STATE for the termination of such traffic.

6. ADDITIONAL TERMS AND CONDITIONS

- 6.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions; interpretation, construction and severability; general responsibilities of the Parties; effective date, term and termination; billing and payment of charges; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnity; remedies; intellectual property; publicity and use of trademarks and service marks; confidentiality; intervening law; governing law; regulatory approval; changes in End User local Exchange Service provider selection; compliance and certification; law enforcement and civil process; relationship of the Parties/independent contractor; no third Party beneficiaries, disclaimer of agency; assignment; subcontracting; environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; End User inquiries; expenses; conflict of interest; survival of obligations, scope of agreement; amendments and modifications; and entire agreement.
- 6.2 Entire Agreement. This Reciprocal Compensation Appendix is intended to be read in conjunction with the underlying Interconnection Agreement between AT&T-13STATE and WSP, but that as to the reciprocal compensation rates, terms and conditions, this Appendix constitutes the entire Agreement between the Parties on these issues, and there are no other oral agreements or understandings between them on reciprocal compensation that are not incorporated into this Appendix.