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MISSOURI

**AGREEMENT FOR INTERCONNECTION  
AND RECIPROCAL COMPENSATION**

by and between

SOUTHWESTERN BELL WIRELESS INC.

and

SOUTHWESTERN BELL TELEPHONE COMPANY

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### APPENDICES

APPENDIX PRICING

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## AGREEMENT FOR INTERCONNECTION AND RECIPROCAL COMPENSATION

This Interconnection Agreement (this "Agreement") is made between Southwestern Bell Telephone Company, a Missouri corporation ("SWBT") and Southwestern Bell Wireless Inc., and its affiliates ("Carrier") (collectively, the "Parties"). This Agreement shall be effective as of the date specified in Section 17.2 (the "Effective Date").

### RECITALS

Whereas, SWBT is a duly authorized common carrier engaged in providing telecommunications exchange and exchange access services in the State of Missouri and Carrier is a duly authorized common carrier engaged in providing commercial mobile radio services in the State of Missouri;

Whereas, the Parties have agreed to connect their facilities and interchange traffic pursuant to the Telecommunications Act of 1996, and other applicable state laws, as telecommunications carriers for the purpose of offering wireless to wireline or wireline to wireless communications service to their respective end users within each MTA in which they operate as provided herein;

NOW THEREFORE, in consideration of these premises and the mutual covenants and agreements hereinafter contained, SWBT and Carrier hereby covenant and agree as follows:

### **1. DEFINITIONS**

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

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

"Affiliate" means, with respect to a Party, any corporation, partnership, limited liability company or other business entity (1) that owns an equity interest (whether or not controlling), directly or indirectly, in that party or (2) in which the Party owns, directly or indirectly, an equity interest (whether or not controlling).

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

"Call Recording" means the process of retaining detailed information about a call, such as date and time placed, originating and terminating NPA/NXX, and call duration. It does not mean recording or listening to the content of calls.

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

"Collocation" means an arrangement whereby one party's (the "Collocating Party") facilities are terminated in its equipment necessary for interconnection or for access to Network Elements which has been installed and maintained at the premises of a second party (the "Housing Party"). Collocation may be "physical" or "virtual". In "physical collocation", the Collocating Party installs and maintains its own equipment in the Housing Party's premises. In "virtual collocation", the Housing Party installs and maintains the Collocating Party's equipment in the Housing Party's premises.

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

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

"Common Channel Signaling" or "CCS" means a method of digitally transmitting call set-up and network control data over a special signaling network fully separate from the public voice switched elements that carry the actual call.

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

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

"End Office" means a local SWBT switching point at which SWBT end user station loops are originated and terminated for purposes of interconnection to each other and to the network.

"End User" means, whether or not capitalized, any business, residential or governmental customer of services covered by the Agreement and includes the term

"Customer". More specific meanings of either of such terms are dependent upon the context in which they appear in the Agreement and the provisions of the Act.

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

"FCC" means the Federal Communications Commission.

"Governmental Authority" means a local, state or federal court, commission, agency, legislative or regulatory body, or instrumentality.

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

"Interexchange Carriers" or "IXC" means a telecommunications service provider that provides the for-hire telecommunications service of connecting one exchange to another exchange.

"InterLATA" has the meaning given to the term in the Act.

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

"IntraLATA Toll Traffic" means all IntraLATA calls provided by a LEC other than traffic completed in the LEC's local exchange boundary.

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

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

"Local Traffic" means, for the purposes of compensation, telecommunications traffic between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the same Major Trading Area ("MTA").

"MTA" has the meaning given to the term in 47 CFR Section 24.202(A).

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

"Network Element" has the meaning given the term in the Act.

"NPA/NXX" means the Numbering Plan Area (three digit area code) and the three digit central office code of a seven digit telephone number.

"NPA/NXX Number Block" means the 10,000 telephone number block, or parts thereof, associated with an NPA/NXX in the North American Numbering Plan.

"Party" means either SWBT or Carrier, and "Parties" means SWBT and Carrier.

"Point of Interconnection" or "POI" means a physical location where SWBT and Carrier interconnect which establishes the technical interface and point(s) for operational division of responsibility.

"Reciprocal Compensation" means the arrangement between two carriers in which each of the two carriers receives symmetrical compensation from the other carrier for the transport and termination on each Carrier's network of Local Traffic that originates on the network of the other carrier.

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

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

"Synchronous Optical Network" or "SONET" means synchronous, electrical or optical channel connections between telecommunications carriers.

"Tandem" means the following:

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

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

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

"Termination" means the switching of Local Traffic at the terminating Carrier's end office switch, or cell site, and delivery of such traffic to the called party.

"Third Party Provider" shall mean any other facilities-based telecommunications carrier, including, without limitation, interexchange carriers, independent telephone companies, or competitive local exchange carriers providing services over their own facilities or purchasing unbundled network elements from the incumbent LEC or CMRS

providers. The term shall not mean resellers of a LEC's local exchange services or reseller of a CMRS provider's services.

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

"Transport" or "Common Transport" means the delivery of traffic over an interoffice shared transmission path which carries traffic for a variety of carriers.

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

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

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

"Wireless Calls" means all calls originating from or terminating to the Carrier network.

## **2. INTERCONNECTION**

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

### **2.1 Interconnection Facilities**

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

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

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

## **2.2 Facility Locations**

### **2.2.1 Technical Feasibility**

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

2.2.1.2 If Carrier requires interconnection at a location not listed in Appendix DCO, then it shall submit a request pursuant to section 7.5.2.

2.2.1.3 The Parties recognize that SWBT, in its sole discretion, may remove a location from Appendix DCO in the normal course of its business, thus rendering interconnection at the location technically infeasible; provided, however, that SWBT shall provide Carrier at least 120 days written notice and shall work with Carrier to reestablish the interconnection at another SWBT location within the 120 days; provided, further, however, that Carrier shall be responsible for any costs associated with the reconfiguration of its own network (except for the re-homing of the facilities, which charge shall be borne by SWBT). In addition, SWBT may add a location to Appendix DCO at any time, and shall notify Carrier of such addition in writing, which shall be considered an amendment to Appendix DCO.

**2.2.2 Per LATA Requirement**

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

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

**2.3 Interconnection Methods Available to Carrier**

As set forth below, interconnection may be established by means of any, or any combination of (where technically feasible), the following options:

2.3.1 Where requested, and subject to mutually agreed upon terms, a physical network interface may be established between Carrier and SWBT at one or more Tandem(s), as mutually agreed, using one-way or two-way Type 2A Connecting Facilities for termination of all Wireless Calls destined for any SWBT End Office that subtends one of SWBT's Tandems in the LATA; or

2.3.2 Carrier may request that SWBT establish a direct MSC to End Office Connecting Facility where community of interest and traffic volumes between their networks reach sufficient levels to warrant such a direct

connection. Carrier shall use generally accepted traffic engineering guidelines in determining that such one-way MSC to End Office high usage Trunk Groups between their networks are appropriate.

- 2.3.3 To the extent technically feasible, the Parties may interconnect their networks using Type S Interconnection for CCS ("SS7"). Carrier may establish CCS interconnections either directly or through a third party. SWBT will make available to Carrier access to SWBT's CCS network for the purpose of exchanging CCS call set up messages with SWBT.

## **2.4 Additional Interconnection Methods Available to Carrier**

- 2.4.1 Carrier may provide its own facilities and transport for the delivery of traffic from its network to SWBT's network. Alternatively, Carrier may purchase an entrance facility and transport from a third party or from SWBT for the delivery of such traffic. Rates for entrance facilities and transport purchased from SWBT are specified in Section 7 of the applicable inter or intrastate special access tariffs.
- 2.4.2 Carrier may request virtual collocation from SWBT at the rates, terms and conditions specified in FCC No. 73, Section 25 and physical collocation as specified in applicable tariffs (or in the absence of applicable tariffs, on an individual case basis). Alternatively, Carrier may collocate at a SWBT facility with a third party with whom SWBT has already contracted for collocation. When Carrier collocates at a SWBT facility, it shall provide for the transport of traffic from its network to the appropriate interconnection point on SWBT's network pursuant to section 2.4.1 above. SWBT shall provide collocation space to Carrier only for equipment used for the purposes of interconnecting to SWBT's network. If Carrier causes SWBT to build a collocation cage and then Carrier does not use the facility (or all the facility), Carrier shall reimburse SWBT as if Carrier was using the entire facility.
- 2.4.3 Carrier may request SONET Based Interconnection ("SBI") pursuant to SWBT's tariff terms and conditions in FCC No. 73, Section 30.
- 2.4.4 Carrier and SWBT may share SWBT interconnection facilities at the rates specified in Section 7 of the applicable inter- or intrastate special access tariff. Charges will be shared by the Parties based on a proportional (percentage) basis as specified in Appendix PRICING.
- 2.4.5 Mid-span Meets. A Mid-Span Meet POI is a negotiated point of connection, limited to the interconnection of facilities between one SWBT Tandem or End Office switch and a Carrier MSC. Mid-Span Meet POI shall be accomplished by the Parties through the negotiation of a separate agreement. The Parties agree to negotiate such agreement in good faith.

#### Local Transport

|                 |          |
|-----------------|----------|
| 0-1 mile        | \$ .0050 |
| >1 to 25 miles  | \$ .0077 |
| >25 to 50 miles | \$ .0162 |
| >25 miles       | \$ .0274 |

Carrier Common Line      \$ .01

- 4.2 A nonrecurring charge of \$3960.00 applies to arrange a new AWCP NXX code or to convert an existing NXX code to an AWCP.

#### 5.0 Signaling System 7("SS7")

##### Use of SWBT's STP

Rate per million octets      \$2.39

- 6.0 For purposes of allocating appropriate SWBT nonrecurring and recurring facilities charges, the presumed traffic split, subject to semi-annual review and possible adjustment shall be 80% mobile to land and 20% land to mobile. These factors represent the percentage of the facility rates that each party will pay for each shared Interconnection Facility.

#### 7.0 Carrier Provided Connecting Facility Rates

To be provided when available on an individual case basis, once a bona fide request for such an arrangement is received by Carrier from SWBT.

#### 8.0 Miscellaneous Nonrecurring Charges

##### Maintenance of Service

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

Access Order Charge    Switched      \$17.00

