

PAGING FACILITIES AGREEMENT

by and between

**CENTRAL COMMUNICATIONS SERVICE
COMPANY**

and

**SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a
SBC MISSOURI**

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PAGING INTERCONNECTION AGREEMENT

This Agreement is by and between Southwestern Bell Telephone, L.P. d/b/a SBC Missouri ("Telco") and Central Communications Service Company ("Carrier") (collectively, the "Parties") for Facilities used for Interconnection for a paging Commercial Mobile Radio Services provider under Sections 251 and 252 of the Act.

WHEREAS, Telco is a Local Exchange Carrier authorized to provide Telephone Exchange Service and Exchange Access in all or portions of the State;

WHEREAS, Carrier holds authority from the Federal Communications Commission to provide Paging Authorized Services in the State;

WHEREAS, the Parties desire to enter into an agreement for use by Carrier for Paging Authorized Services, only;

WHEREAS, the Parties desire to enter into an agreement for the interconnection of their respective networks within the portions of the State in which both Parties are authorized to operate and deliver traffic for the provision of Telecommunications Service;

WHEREAS, the Parties desire to enter into an agreement to establish financial responsibility for facilities used to deliver Local Calls from Telco to Carrier; and,

WHEREAS, although Carrier is a Telecommunications Carrier, because of economic feasibility, desires not to establish reciprocal compensation arrangements for the termination of Paging Authorized Services Telecommunications Traffic.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, the Parties, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS

- 1.1 For purposes of this Agreement, including any and all Appendices and other attachments, the terms set forth below are defined as follows. Unless the context clearly indicates otherwise, any term defined or used in the singular will include the plural. The words "will" and "shall" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other will not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized and not defined in this Agreement will have the meaning in the Act or, in the absence of their inclusion in the Act, their customary usage in the telecommunications industry as of the Effective Date of this Agreement.
- 1.2 "Act" means the Communications Act of 1934 [47 U.S.C. 153], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.
- 1.3 "Affiliate" is as defined in the Act.
- 1.4 "Applicable Laws" means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including without limitation those relating to the environment or health and safety, of any Governmental Authority that apply to the Parties or the subject matter of this Agreement.
- 1.5 "ASR" ("Access Service Request") is an industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of Interconnection.
- 1.6 "Telcordia" means Telcordia Technologies, Inc.
- 1.7 "Business Day" means Monday through Friday, excluding holidays on which Telco does not provision new retail services and products.
- 1.8 "CCS" means Common Channel Signaling, which is the signaling system developed for use between switching systems with stored-program control, in which all of the signaling information for one or more

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Trunk Groups is transmitted over a dedicated high-speed data link rather than on a per-Trunk basis and, unless otherwise agreed by the Parties, the CCS used by the Parties shall be Signaling System 7 ("SS7").

- 1.9 **"Central Office Switch"** means a switch, including, but not limited to an End Office Switch, a Tandem Switch and/or a combination End Office/Tandem Switch.
- 1.10 **"Claim"** means any pending or threatened claim, action, proceeding or suit.
- 1.11 **"CMRS"** means Commercial Mobile Radio Service as defined by the FCC and the Commission.
- 1.12 **"Commission"** means the applicable State agency with regulatory authority over Telecommunications.
- 1.13 **"End User"** means the end user purchaser of Telecommunications Service from Telco or Carrier. As used herein, the term "End User" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.
- 1.14 **"Day"** means calendar Day unless "Business Day" is specified.
- 1.15 **"End Office Switch"** is a switch from which Telco's End Users' Telephone Exchange Services are directly connected and offered.
- 1.16 **"Internet Service Provider" ("ISP")** shall be given the same meaning as used in the FCC Order on Remand and Report and Order; *In the Matter of Implementation of the Local Competition Provisions in the Federal Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic*; CC Docket Nos. 96-98 and 99-68; FCC Order No. 01-131, released April 27, 2001.
- 1.17 **"Facility"** means the wire, line, circuit, and/or cable used to transport traffic between the Parties' respective networks.
- 1.18 **"FCC"** means the Federal Communications Commission.
- 1.19 **"Governmental Authority"** means any federal, state, local, foreign, or international court, government, department, commission, board, bureau, agency, official, or other regulatory, administrative, legislative, or judicial authority with jurisdiction over the subject matter at issue.
- 1.20 **"Intellectual Property"** means copyrights, patents, trademarks, trade secrets, mask works and all other intellectual property rights.
- 1.21 **"Interconnection"** is as defined in the Act. This Agreement does not address rates, terms and conditions of Interconnection, except for the shared cost of Interconnection Facilities.
- 1.22 **"IXC"** means Interexchange Carrier, a carrier other than a CMRS provider or a LEC that provides, directly or indirectly, interLATA and /or intraLATA for hire Telecommunications Service.
- 1.23 **"InterMTA Traffic"** means traffic that, at the beginning of the call, originates on Telco's network in one MTA and terminates on Carrier's network in another MTA.
 - 1.23.1 For Telco, the origination point of a call shall be the End Office Switch that serves the calling party at the beginning of the call.
 - 1.23.2 For Carrier, the termination point of a call shall be Carrier's Paging Terminal, which serves the called party at the beginning of the call.
- 1.24 **"LATA"** means Local Access and Transport Area as defined in the Act.
- 1.25 **"LEC"** means a Local Exchange Carrier as defined in the Act.
- 1.26 **"LERG"** means Local Exchange Routing Guide, a Telcordia Technologies, Inc. Reference Document used by Telecommunications Carriers to identify NPA-NXX routing and homing information as well as network element and equipment designations.
- 1.27 **"Local Calls"** for the purpose of Facilities compensation, are Paging Authorized Services Completed Pages that originate on Telco's network, that terminate on Carrier's network, that are exchanged directly between the Parties and that, at the beginning of the call, originate and terminate within the same MTA.

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- 1.28 **"Loss" or "Losses"** means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).
- 1.29 **"MTA"** means "Major Trading Area" as defined by 47 C.F.R. § 24.202(a).
- 1.30 **"NANP"** means North American Numbering Plan, the system of telephone numbering employed in the United States, Canada, and certain Caribbean countries.
- 1.31 **"NPA"** means Numbering Plan Area, referred to as an area code and the three digit indicator that is defined by the "A", "B" and "C" digits of a 10-digit telephone number within the NANP.
- 1.32 **"NXX"** means the three-digit switch entity indicator that is defined by the "D", "E", and "F" digits of a 10-digit telephone number within the NANP. Each NXX contains 10,000 station numbers.
- 1.33 **"Paging Authorized Services"** means those one-way paging services (i.e., one-way Telco-to-Carrier traffic) which Carrier may lawfully provide pursuant to Applicable Laws, including the Act, and that are considered to be CMRS. Paging Authorized Services does not include ISP traffic.
- 1.34 **"Paging Terminal"** means Carrier's mechanism that receives calls that originate on Telco's network and transmits the calls to the pager of the called party. **A Paging Terminal is not used to perform originating functions for termination of traffic on Telco's network.**
- 1.35 **"Party"** means either Telco or Carrier. **"Parties"** means both Telco and Carrier.
- 1.36 **"POI"** means a Point of Interconnection, or the physical location at which the Parties' networks meet for the purpose of establishing Interconnection. POIs include a number of different technologies and technical interfaces based on the Parties mutual agreement.
- 1.37 **"Rate Center"** means the specific geographic point and corresponding geographic area that have been identified by a LEC. NPA-NXXs that have been assigned to a Telecommunications Carrier for its provision of Telephone Exchange Services are associated with specific Rate Centers for the purpose of rating calls.
- 1.38 **"Rating Point"** means the vertical and horizontal ("V&H") coordinates assigned to a Rate Center and associated with a particular telephone number for rating purposes. The Rating Point must be in the same LATA as the Routing Point of the associated NPA-NXX as designated in the LERG, but need not be in the same location as the Routing Point.
- 1.39 **"Routing Point"** means the V&H coordinates that a Telecommunications Carrier has designated as the destination for traffic inbound to services provided by that Telecommunications Carrier that bear a certain NPA-NXX designation. The Routing Point need not be the same as the Rating Point, but it must be in the same LATA as the Rating Point. Central Office Switches are Routing Points for traffic to end users identified by numbers drawn from NPA-NXX designations, as stated in the LERG. Where Carrier has not established Routing Points for its Dedicated NPA-NXXs in its own network, the Routing Point shall be the Telco Tandem Switch where traffic to Telco NXXs in the same NPA is homed.
- 1.40 **"SAC Code"** means Service Access Code, a non-geographic NPA typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas, for example, 500, Toll Free Service NPAs (8YY), 700 and 900.
- 1.41 **"State"** means the state(s) individually for which the Parties intend to Interconnect under this Agreement, as listed on Appendix – State (Paging). Although this Agreement may apply to more than one state, it shall be applied separately as to each covered state and tariff references shall be to the tariffs that apply to operations in the particular state.
- 1.42 **"Switched Access Services"** means an offering of access to Telco's network for the purpose of the origination or the termination of traffic from or to Telephone Exchange Service customers in a given area pursuant to a Switched Access Services tariff. Switched Access Services include: Feature Group A ("FGA"), Feature Group B ("FGB"), Feature Group D ("FGD"), Toll Free Service and 900 access.

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- 1.43 **"Tandem Switch"** means an access tandem switch or other tandem switch equipped to provide Interconnection between CMRS providers and LECs that is used to connect and switch traffic between and among Central Office Switches and other Telecommunications Carriers' networks for the purpose of providing Telephone Exchange Service and Switched Access Services.
- 1.44 **"Telecommunications Carrier"** is as defined in the Act.
- 1.45 **"Telecommunications Service"** is as defined in the Act.
- 1.46 **"Telephone Exchange Service"** is as defined in the Act.
- 1.47 **"Toll Free Service"** means service provided with a dialing sequence that invokes toll-free, (i.e., 800-like) service processing. Toll Free Service includes calls to the Toll Free Service 8YY NPA SAC codes.
- 1.48 **"Transiting Service"** means switching and intermediate transport of traffic between two Telecommunications Carriers, one of which is a Party to this Agreement and one of which is not, carried by the other Party to this Agreement that neither originates nor terminates that traffic on its network but instead acts as an intermediary.
- 1.49 **"Transit Traffic"** means traffic handled by a Telecommunications Carrier when providing Transiting Service.
- 1.50 **"Trunk" or "Trunk Group"** means the switch port interfaces(s) used and the communications path created to connect Carrier's network with Telco's network for the purpose of exchanging Paging Authorized Services Local Calls for the purposes of Interconnection.
- 1.51 **"Trunk Side"** refers to a Central Office Switch interface that is capable of, and has been programmed to treat the Facility as, connecting to another switching entity (for example, another Central Office Switch). A Trunk Side interface offers those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.
- 1.52 **"Type 1"** means a type of Trunk interface as technically defined in Telcordia Technical Reference GR-145-CORE and TA-NPL-000912 as TSMT and as provided in accordance with this Agreement. Type 1 is a two or four wire one-way or two-way Trunk connection between Carrier's network and Telco's End Office Switch.
- 1.53 **"Type 2A"** means a type of Trunk interface as technically defined in Telcordia Technical Reference GR-145-CORE and as provided in accordance with this Agreement.
- 1.54 **"Type 2B"** means a type of Trunk interface as technically defined in Telcordia Technical Reference GR-145-CORE and as provided in accordance with this Agreement.
- 1.55 **"TSMT"** means Trunk Side Message Trunk.
- 1.56 **"Wire Center"** denotes 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 switched. Telco's Wire Center can also denote a building in which one or more Central Office Switches, used for the provision of Telephone Exchange Services and Switched Access Services, are located.

2. INTERCONNECTION

- 2.1 Technical Provisions. This Section provides for the physical connection of Carrier's and Telco's networks within the State for the transmission and routing of Telco to Carrier Paging Authorized Services traffic consistent with the requirements of 47 C.F.R. § 51.305. Telco and Carrier will physically connect their networks and exchange traffic originating from Telco's End Users and terminating to Carrier's End Users over their networks in connection with Carrier's Paging Authorized Services in accordance with the provisions of this Agreement.
 - 2.1.1 Paging Authorized Services Interconnection. Paging Authorized Services Interconnection shall be available at the trunk side of a Telco End Office Switch via Type 1 Paging Authorized Services Interconnection (and via Type 2B Paging Authorized Services Interconnection, when and where

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available); and at the trunk connection points for a Telco Tandem Switch via Type 2A Paging Authorized Services Interconnection. Paging Authorized Services Interconnection shall also be provided at other technically feasible points in Telco's network at the request of Carrier and subject to the negotiation of acceptable provisioning arrangements and compensation arrangements that will provide for the recovery of Telco's costs of providing such Interconnection to the extent that such recovery is due. The Parties will attach or incorporate as amendments to this Agreement technical descriptions, and if required, descriptions of associated compensation arrangements to cover any such additional Interconnection.

- 2.1.2 Type 2. Carrier will obtain from the NXX Code administrator an NXX consistent with established industry guidelines for use with Type 2A and/or Type 2B interfaces. For calls in the Telco to Carrier direction, Carrier must utilize the NXX. The administration of the NXX, once assigned, including updates to the LERG, will be the responsibility of Carrier.
- 2.1.3 Type 1. Telco provided Type 1 interfaces shall be as described in the definition and in the referenced technical specifications. Any non-TSMT form of Type 1 interface will be eliminated within 90 Days of the Effective Date.
- 2.1.4 Interconnection shall be provided at a level of quality equal to that which such Party provides to itself, a subsidiary, an Affiliate, or any other Telecommunications Carrier.
- 2.1.5 Each Party shall be responsible for providing its own or leased transport Facilities to route calls to and from each other's network.
- 2.1.6 POI Options. Carrier and Telco shall mutually agree on a POI for each Trunk Group utilized to carry traffic between their respective networks. A POI may be located at:
 - a. Carrier's network where the Facility terminates for Paging Authorized Services traffic, or
 - b. another mutually agreeable location.
- 2.1.7 A POI shall not be located across a LATA boundary, nor more than a distance of 14 miles (or the State's defined local calling area, whichever is greater), from the Telco Central Office Switch where the Facility connection is established. WSP is responsible for the cost of Facilities beyond 14 miles.
- 2.1.8 Interconnection Options. Carrier may order Trunk Side Interconnection in the configurations described below:
 - 2.1.8.1 Type 1 or Type 2B – End Office Switch Interface. The Parties may establish Trunk Groups at a Telco End Office Switch using a Type 1 interface (or a Type 2B interface, when and where available).
 - 2.1.8.2 Type 2A – Tandem Switch Interface. Carrier may establish Trunk Groups at a Telco Tandem Switch using a Type 2A interface.
 - 2.1.8.3 In the event that Telco deploys new Tandem Switches after the Effective Date, Telco will provide Carrier with reasonable advance notice of such a change and Telco will work cooperatively with Carrier to accomplish all necessary network changes.
- 2.1.9 Carrier may designate the interface it wants to receive from the following combinations: Trunk Side terminations at voice grade, DS0 or DS1 level. Subject to limitations provided in this Agreement, Telco shall provide the Facility from the designated End Office Switch or Tandem Switch to the POI associated with it. Only one Trunk Group will be provided by Telco in connection with each such Facility.

3. SIGNALING

- 3.1 Signaling Protocol. Carrier does not currently employ SS7 Signaling in its network. If and when Carrier is prepared to convert to SS7, SS7 will be provided per the applicable access tariffs. Where multi-frequency signaling is currently used, the Parties agree, below, to Interconnect their networks using multi-frequency ("MF") or ("DTMF") signaling, subject to availability at the End Office Switch or Tandem at which

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Interconnection occurs. The Parties acknowledge that the use of MF signaling may not be optimal. Telco will not be responsible for correcting any undesirable characteristics, service problems or performance problems that are associated with MF/SS7 inter-working or the signaling protocol required for Interconnection with Carrier employing MF signaling.

4. NPA-NXX

4. Each NPA-NXX associated with a Trunk Group using a Type 2A interface must have a single Rating Point and that Rating Point must be associated with a Telco End Office Switch homing on the Telco Tandem Switch where the Trunk Group is located; provided however, the Rating Point may be designated anywhere in the LATA when there is a final Commission ruling in a proceeding binding Telco. The Rating Point does not have to be the same as the Routing Point.
- 4.2 Telco shall deliver traffic destined for Carrier's network in accordance with the serving arrangements defined in the LERG except when Carrier's Paging Terminal serves NPA-NXXs, some of which home on a Telco Tandem Switch, and some of which home on a non-Telco Tandem Switch. In this case, Telco may establish Facilities and Trunks directly between Telco's Tandem Switch and Carrier's Paging Terminal for the completion of all Telco to Carrier calls destined to terminate to such NXXs.
- 4.3 It is the responsibility of Carrier to negotiate Interconnection and traffic transport and termination arrangements directly with other Telecommunication Carriers. Telco will deliver traffic destined to Carrier regardless of the Telecommunication Carrier originating the traffic. Other than delivery, Telco has no responsibility for traffic routed from or through another Telecommunication Carrier's network to Telco's Tandem Switch destined for Carrier's Paging Terminal.

5. TRUNKS

- 5.1 Unless otherwise agreed herein, Carrier and Telco will interconnect directly in each LATA in which they exchange Local Calls and Switched Access Services traffic.
- 5.2 Installation/Provisioning
 - 5.2.1 Carrier will be responsible for designing, ordering and provisioning all Trunks. Carrier will engineer and maintain the appropriate type of and sizing for Facilities and Trunk's according to sound engineering practice, as mutually agreed to by the Parties.
 - 5.2.2 Telco will provide non-discriminatory installation and maintenance intervals that are consistent with the like type services which it provides to itself.
 - 5.2.3 Orders from Carrier to Telco to establish, add, change, or disconnect Trunks shall be submitted using Telco's applicable ordering system.
 - 5.2.4 Orders that comprise a major project that directly impacts the other Party will be jointly planned and coordinated. Major projects are those that require the coordination and execution of multiple orders, or related activities between and among Telco and Carrier work groups, including but not limited to the initial establishment of Interconnection in an area, designated NPA-NXX relocations, re-homes, Facility grooming or major network rearrangements.
- 5.3 Servicing
 - 5.3.1 The Parties will jointly manage the capacity of Trunk Groups. Telco will send a request to Carrier to trigger changes Telco desires to the Trunk Groups based on Telco's capacity assessment. Carrier will issue an ASR to Telco's Wireless Interconnection Service Center:
 - 5.3.1.1 Within ten (10) Business Days after receipt of the request, upon review of and in response to Telco's request; or
 - 5.3.1.2 At any time as a result of Carrier's own capacity management assessment, to begin the provisioning process.

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- 5.3.2 Each Party will be responsible for engineering and maintaining its network and any Facilities and Trunks it provides.
- 5.3.3 When Carrier incurs separate charges for Trunks, Carrier shall, upon request, be credited an amount for the period during which Trunks are out of service in accordance with Telco's applicable state Switched Access Services tariff for Feature Group D service.
- 5.4 Design Blocking Criteria
- 5.4.1 Forecasting trunk projections and servicing trunk requirements for Interconnection Trunks shall be based on the average time-consistent busy hour load of the busy season, determined from the highest twenty (20) consecutive average Business Days. The average grade-of-service for Interconnection final Trunk Groups shall be the industry standard of one percent (1%) blocking, within the time-consistent twenty day average busy hour of the busy season. Trunk projections and requirements shall be determined by using the industry standard Neil Wilkinson B.01M Trunk Group capacity algorithms for grade-of-service Trunk Groups. (Prior to obtaining actual traffic data measurements, a medium day-to-day variation and 1.0 peakedness factor shall be used to determine projections and requirements.)
- 5.4.2 The engineered blocking objective for common transport Trunk Groups (CTTG) from Telco End Office Switches to the Access Tandem Switch is one-half of one percent (0.5%). The engineered blocking objective for alternate final (AF) Trunk Groups from Telco End Office Switches to the local Tandem Switch is one percent (1%). The engineered blocking objective for direct Trunk Groups from Telco End Office Switches to Carrier's network is one percent (1%) for direct final (DF) Trunk Groups economic ccs for primary high usage groups. The engineered blocking objective for the Trunk Group from the Telco Tandem Switch to Carrier's network is one percent (1%).
- 5.4.3 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 foregoing blocking criteria in a timely manner. The Parties agree that twenty (20) Business Days is the study period duration objective.
- 5.4.4 Direct Trunking of Carrier to Telco Traffic. If traffic from a Telco End Office delivered over a Type 2A interface at any time requires twenty-four (24) or more Trunks, Carrier shall, within sixty (60) Days of the occurrence, establish a Type 2B interface at that Telco End Office, when and where available.
- 5.4.5 If a Trunk Group is under seventy-five percent (75%) of busy hour centum call seconds (ccs) capacity on a monthly average basis for each month of any consecutive six (6) month period, either Party may contact the other to discuss resizing the Trunk Group. Neither Party will unreasonably refuse a request to resize the Trunk Group.
- 5.4.6 Each Party shall provide the other with a specific point of contact for planning, forecasting and Trunk servicing purposes.

6. TRUNK FORECASTING

- 6.1 To permit orderly growth and network management, Carrier shall forecast the volume of traffic of each Trunk associated with each POI. Carrier forecast information must be provided to Telco upon request, as often as twice a year. When extraordinary changes are anticipated, Carrier shall provide additional timely forecasts to account for such changes. The forecasts shall include:
- 6.1.1 Yearly forecasted Trunk quantities (which include measurements that reflect actual Tandem and End Office Switch Paging Authorized Services Interconnection and Trunks and Tandem-subtending Paging Authorized Services Interconnection End Office Switch equivalent Trunk requirements) for two (2) years (current year and one (1) additional year) by quarter;
- 6.1.2 Identification of each Trunk by the from and to Common Language Location Identifiers ("CLLI"), which are described in Telcordia Technologies, Inc. documents BR 795-100-100 and BR 795-400-100;

6.1.3 A description of major system projects. Major system projects include Trunking or system rearrangements, shifts in anticipated traffic patterns, or other activities by Carrier that are reflected by a significant increase or decrease in Trunk demand for the following forecasting period.

7. COMPENSATION FOR LOCAL PAGING AUTHORIZED SERVICES INTERCONNECTION

7.1 Reciprocal Compensation for Paging Authorized Services is not provided in this Agreement, and shall only be charged under separate agreement or pursuant to Amendment hereto.

8. TERMS AND COMPENSATION FOR USE OF FACILITIES

8.1 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, it may purchase or lease these Facilities from a third party, or it may purchase or lease these Facilities from the other Party, if available, pursuant to tariff or separate contract. Facilities between the Parties' respective networks will not be provided pursuant to this Agreement.

8.2 The Parties will connect their networks using digital Facilities of at least DS-1 transmission rates, where available.

8.3 The following shall apply solely for Facilities dedicated for transport of one-way Telco-to-Carrier Paging Authorized Services Interconnection traffic.

8.3.1 Telco may use its own Facilities or may, at its sole discretion, use Facilities provided by Carrier, subject to the following:

8.3.1.1 Telco shall be responsible for applicable Facility charges to the extent Facilities are used to deliver Local Calls. Carrier shall be responsible for applicable Facility charges to the extent Facilities are used to deliver non-Local Calls, i.e., the sum of the Transiting Factor and the InterMTA Traffic Factor as referenced in sections 9 and 10.

8.3.1.2 Carrier provision of Facilities obtained from Telco will be in accordance with Telco's applicable Access Services tariff or separate contract.

8.3.1.3 Carrier provision of Facilities not obtained from Telco will be provided upon terms and conditions that similar Facilities are provided by Telco, and at rates equivalent to the rates Carrier pays for such Facilities (but no greater than the rates that similar Facilities are available from Telco).

8.3.1.4 Notwithstanding Section 8.3.1.1 or any other provisions of this agreement, Carrier shall be solely responsible for all nonrecurring and recurring charges for Facilities used to transport traffic to paging telephone numbers that have a Rating Point within the Telco local calling area where the paging calls originate on Telco's network, when such traffic is transported to Carrier's Paging Terminal geographically located in a different local calling area.

8.3.2 Telco reserves the right to discontinue the use, for delivering Interconnection traffic from its network, of all, or a portion, of the Facilities provided by Carrier. This provision does not negate any obligations either Party may have regarding such Facilities, such as, but not limited to term and notice provisions. Nothing herein will obligate Telco to reimburse Carrier for Facilities obtained from a third party.

8.3.3 Carrier is responsible for transport facilities on its side of the POI.

8.4 In the event any Governmental Authority rules that Telco is entitled to recover all or any portion of its charges for Facilities provided by Telco to Carrier beyond what is provided for herein, the Parties shall amend this Agreement, within thirty (30) Days of a written request to do so, in order to provide for the payment of charges for Facilities retroactively to the Effective Date of this Agreement.

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9. TRANSIT TRAFFIC

- 9.1 Telco's Transiting Service allows Carrier to receive traffic from a third party network through Telco's Tandem Switch ("Transit Traffic").

Transit Traffic Percentage. The transit traffic percentage contained in this Section is based on Carrier-specific, state-specific information available to Telco and/or supplied by Carrier. The transit traffic percentage contained in this Section will not apply to other carriers who may adopt this Agreement; such carriers must provide their own-carrier-specific, state-specific information to establish the appropriate transit traffic percentage. Accordingly, the Parties agree that 16% of the traffic delivered hereunder shall be deemed Transit Traffic. After the expiration of the Initial Term hereof, the percentage of traffic exchanged hereunder deemed Transit Traffic during the Initial Term shall remain in effect thereafter unless either Party provides new Transit Traffic Information to the other Party. In such case, the Parties shall use that new Transit Traffic Information to renegotiate in good faith a new revised percentage of traffic exchanged hereunder deemed Transit Traffic. Renegotiation of the percentage of traffic exchanged hereunder deemed Transit Traffic after the Initial Term shall occur no more frequently than once every twenty-four (24) months. frequently than once every twenty-four (24) months.

10. INTERMTA TRAFFIC

- 10.1 InterMTA Traffic Factor. As of the Effective Date hereof, the Parties cannot accurately measure the amount of Telco-to-Carrier InterMTA Traffic. Accordingly, for purposes of this Agreement, the Parties agree that two percent (2%) of the Telco-to-Carrier traffic shall be deemed InterMTA Traffic. Notwithstanding the foregoing, should either Party provide to the other Party State-specific, Carrier-specific network engineering information, a State-specific, Carrier-specific InterMTA Traffic study, and/or other support in complete and appropriate form (determined in good faith) ("InterMTA Traffic Information"), the Parties shall use such InterMTA Traffic Information to negotiate in good faith a mutually acceptable percentage of Telco-to-Carrier traffic that is deemed InterMTA Traffic. If such InterMTA Traffic Information is provided within ninety (90) days after this Agreement is executed by duly authorized representatives of both Parties, then any revised percentage of traffic deemed InterMTA Traffic, which is derived using such InterMTA Traffic Information, shall be effective as of the date such InterMTA Traffic Information was provided to the other Party, but no earlier than the Effective Date of this Agreement; otherwise, such revised percentage of traffic deemed InterMTA Traffic, which is derived using such InterMTA Traffic Information, shall be effective as of the date such InterMTA Traffic Information was provided in complete and appropriate form (determined in good faith) to the other Party. Any revised percentage of traffic deemed InterMTA Traffic that becomes effective during the Initial Term of this Agreement will remain in effect during the Initial Term hereof. After the expiration of the Initial Term, the percentage of traffic deemed InterMTA Traffic during the Initial Term shall remain in effect thereafter until either Party provides new InterMTA Traffic Information to the other Party. In such case, the Parties shall use the new InterMTA Traffic Information to renegotiate in good faith a new revised percentage of deemed InterMTA Traffic. Renegotiation of the percentage of deemed InterMTA Traffic after the Initial Term shall occur no more frequently than once every twenty-four (24) months.

11. BILLING AND PAYMENT

- 11.1 Telco will reimburse its proportionate share of the cost of Facilities and Trunks in accordance with this Agreement.
- 11.2 Carrier shall not default bill Telco when Telco transits unidentified traffic terminating to Carrier, unless otherwise provided for in this Agreement.
- 11.3 Charges and Payment.
- 11.3.1 Each Party agrees to pay the other all undisputed billed amounts by the earlier of (i) the payment date, which may be set no earlier than thirty (30) Days after the bill date, or (ii) the next bill date (i.e. the same date in the following month as the bill date). The undisputed portions of all bills are to be paid when due. All Facilities and serving arrangement charges shall be billed monthly in advance, except those charges due for the initial month, or a portion of the initial month during which new

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items are provided, in which case charges will be included in the next bill rendered. If the date on which a bill is due as provided above is on a Day other than a Business Day, payment will be made on the next Business Day. Payments will be made in U.S. dollars.

- 11.3.2 Usage-sensitive charges hereunder shall be billed monthly in arrears by both Parties.
- 11.3.3 All non-usage-sensitive monthly charges shall be billed by Telco monthly in advance, except those charges due for the initial month, or a portion of the initial month during which new items are provided, will be included in the next bill rendered.
- 11.3.4 All Facilities charges owed to Carrier by Telco as provided herein shall be billed by Carrier to Telco thirty (30) Days following receipt by Carrier of Telco's invoice.
- 11.3.5 Late Payment Charge. Bills will be considered past due 30 Days after the bill date or by the next bill date (i.e., same date as the bill date in the following month), whichever occurs first, and are payable in immediately available U.S. funds. If the amount billed is received by the billing Party after the payment due date, or if any portion of the payment is received by the billing Party in funds which are not immediately available to the billing Party, then a late payment charge will apply to the unpaid balance. The late payment charge will be as set forth in Telco's applicable state tariff. When there is no applicable tariff in the State, any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1½%) per month or (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the number of Days from the Bill Due Date to and including the date that payment is actually made.
- 11.3.6 Billing Disputes. The billed Party has sixty (60) Days after the receipt of the invoice to officially dispute, in writing, the charges which have been withheld from the billing Party. Such billing dispute will include specific invoice and dispute detail for the billing Party to be able to properly investigate the dispute. If the appropriate billing contacts are unable to resolve the dispute within sixty (60) Days after receipt of the written billing dispute, the issue may be escalated to appropriate business representatives who will then have thirty (30) Days to resolve the dispute. In the event that the billing dispute cannot be resolved by the appropriate business representatives, either Party may commence a dispute resolution in accordance with the Dispute Resolution provisions set forth in this Agreement.
- 11.3.7 Backbilling. Charges for all services or Trunks provided pursuant to this Agreement may be billed by the billing Party for up to one (1) year after the initial date such item was furnished. This Section shall not apply to backbilling that would be appropriate where changes are not evident other than through an audit pursuant to Audit provisions of this Agreement.
- 11.3.8 Backcredits. Neither Party may request credit for any billing by the other Party pursuant to this Agreement more than one (1) year after the date of the bill on which the service or Trunk was billed. Any such request will be in writing and contain sufficient detail to allow the other Party to properly investigate the request. If the request for credit leads to a billing dispute, such dispute shall be handled in accordance with Section 10.2.6 above. This Section shall not apply to requests for credit in the following situations: when the true-ups are provided for in this Agreement, or where changes are not evident other than through an audit pursuant to Audit provisions of this Agreement.
- 11.3.9 Tariffed Items. Where charges specifically refer to tariffed rates, those tariffed rates and those alone shall be deemed amended to conform to any authorized modifications that may hereafter occur to those tariffed rates. Such amendments shall become effective upon the effective date of tariff modifications.

11.4 Invoices

- 11.4.1 Invoices shall comply with nationally accepted standards agreed upon by the Ordering and Billing Forum (OBF) for billing access traffic.

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

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

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

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 bill date)

11.4.4 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.

11.4.5 Invoices will be based on paging calls or Conversation MOU, as provided under Appendix – Pricing (Paging) for all completed calls and, as to Conversation MOUs, if applicable, 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.

11.4.6 Telco may bill Carrier for Facilities and/or Trunks based on the Parties proportionate use, as stated within Section 9. When Telco is unable to bill for Facilities and/or Trunks based on the Parties proportionate use, Carrier will bill Telco under separate invoice for Telco's proportionate share of Facilities and/or Trunks, as stated within Section 9.

11.4.7 Carrier will bill Telco by LATA, by state, based on the terminating location of the call. Carrier will display the CLLI code(s) associated with the Trunk through which the exchange of traffic between Telco and Carrier takes place as well as the number of calls and Conversation MOUs for each inbound Facility route. Telco will bill Carrier by LATA and by the End Office/Tandem Switch, based on the terminating location of the call and will display and summarize the number of calls and Conversation MOUs, for each terminating office.

11.5 Unless specifically provided in this Agreement, there will be no netting by the billed Party of payments due herein against any other amount owed by one Party to the other.

12. AMENDMENTS, CHANGES, AND MODIFICATIONS: WAIVER

12.1 If either Party proposes to make any permanent changes in the arrangements provided for in this Agreement, or any Attachments, or any permanent change in its operations that would affect the other Party's operations or services once the Trunks, apparatus, equipment, or any other item furnished by the Parties under this Agreement are installed, the changing Party shall give reasonable advance written notice to the other Party of such changes, advising when such changes will be made. All such changes shall be coordinated with the non-changing Party. Nothing in this Section 12.1 shall affect the Parties' rights and obligations under this Agreement.

12.2 Subject to specific provisions herein to the contrary, each Party shall be solely responsible, at its expense, for the overall design of its services and for any redesigning or rearrangement of its services that may be

required because of changes in Facilities, Trunks, operations or procedures of the other Party, minimum network protection criteria, or operating or maintenance characteristics of the Trunks.

- 12.3 No provision of this Agreement shall be deemed waived, amended, or modified by either Party, unless such waiver, amendment, or modification is in writing and signed by the authorized representatives of both Parties. Neither Party shall be bound by any amendment, modification or additional terms unless it is reduced to writing and signed by an authorized representative of the Party sought to be bound. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications, unless agreed to by the receiving Party in writing.
- 12.4 The failure of either Party to enforce or insist that the other Party comply with the terms or conditions of this Agreement, or the waiver by either Party in a particular instance of any of the terms or conditions of this Agreement, shall not be construed as a continuing, future or general waiver or relinquishment of the terms, conditions, rights or privileges, but this Agreement shall be and remain at all times in full force and effect.

13. ASSIGNMENT

- 13.1 Neither Party may assign, subcontract, or otherwise transfer its rights or obligations under this Agreement except under such terms and conditions as are mutually acceptable to the other Party and with such Party's prior written consent, which consent shall not be unreasonably withheld; provided that each Party may assign this Agreement to an Affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Notwithstanding the foregoing, Carrier may not assign nor transfer this Agreement (or any rights or obligations hereunder) to its Affiliate if that Affiliate is party to another agreement with Telco under Section 251/252 of the Act, unless such Affiliate agreement is terminated prior to, or contemporaneously with, such assignment. Nothing in this Section 13.1 is intended to impair the right of either Party to utilize subcontractors.
- 13.2 This Agreement will be binding on and inure to the benefit of the Parties' respective successors and permitted assigns.

14. AUDITS

- 14.1 Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved.
- 14.2 Upon reasonable written notice and at its own expense, each Party or its authorized representative (providing such authorized representative does not have a conflict of interest related to other matters involving one of the Parties) shall have the right to conduct an audit of the other Party, which audit shall be limited to the sole purpose of determining compliance with the provisions of this Agreement. Neither Party may request more than one (1) such audit per state within any twelve (12) month period. This includes on-site audits at the other Party's or the other Party's vendor locations.
- 14.3 Each Party, whether or not in connection with an audit, shall maintain reasonable records for a minimum of twenty-four (24) months and provide the other Party with reasonable access to such information as is necessary to determine amounts receivable or payable under this Agreement.
- 14.4 Each Party's right to access information for audit purposes is limited to data not in excess of twenty-four (24) months in age.
- 14.5 The audited Party may require the auditing Party to use the services of a third Party independent auditor instead of its own employees for such audit if reasonably necessary to protect Proprietary Information.
- 14.6 If any audit confirms any undercharge or overcharge, then the audited Party will (i) for any overpayment, promptly correct any billing error, including making refund of any overpayment by the 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 or failure to act by the audited

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Party, immediately compensate the auditing Party for such undercharge, in each case with interest at the lesser of (a) one and one-half percent (1½%) per month, or (b) the highest rate of interest that may be charged under Applicable Law, compounded daily, 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, as the case may be.

15. AUTHORIZATION

- 15.1 Telco represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation, that SBC Telecommunications, Inc. has full power and authority to execute and deliver this Agreement as agent for Telco, and that Telco has full power and authority to perform its obligations hereunder.
- 15.2 Carrier represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation, and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.
- 15.3 Each Party warrants that it has obtained or will obtain prior to operating under this Agreement, all necessary jurisdictional licenses, authorizations and/or certifications required in those jurisdictions in which it will order services or Facilities or will operate under this Agreement. Upon request, each Party shall provide proof of such licenses, authorizations and/or certification.
- 15.4 The complete list of Carrier's Access Carrier Name Abbreviation (ACNA) codes covered by this Agreement is listed below. Any addition, deletion or change in name associated with these listed ACNA codes requires notice to Telco. Notice must be received before orders can be processed under a new or changed ACNA code.

ACNA List: RPS

16. COMPLETE TERMS

- 16.1 This Agreement, together with its appendices and any other attachments, constitutes the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Appendices and any other attachments referred to herein or attached hereto are deemed incorporated by this reference.

17. COMPLIANCE

- 17.1 Party will comply, at its own expense, with all Applicable Laws relating to its performance under this Agreement, including but not limited to safety and health regulations relating to one Party's activities at the other Party's locations, and to indemnify and hold the other Party harmless for any judgments, citations, fines, or other penalties which are assessed against such other Party as the result solely of the first Party's failure to comply with any Applicable Law.
- 17.2 Trunks and services provided under this Agreement will not be used knowingly for any purpose or in any manner, directly or indirectly, in violation of law or in aid of any unlawful act or undertaking. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of Applicable Law.

18. CONFIDENTIAL INFORMATION

- 18.1 For the purposes of this Agreement, confidential information ("Confidential Information") means confidential or proprietary technical or business information given or made available by one Party (the "Discloser") to the other (the "Recipient"). All information, which is disclosed by one Party to the other in connection with this Agreement, during negotiations and the term of this Agreement will be deemed proprietary to the Discloser and subject to this Section 19 when marked at the time of delivery as "Confidential" or "Proprietary," or, if communicated orally, identified as "Confidential" or "Proprietary" (i) at the time of

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delivery, or (ii) in writing within ten (10) Days thereafter. The Recipient agrees (i) to use Confidential Information only for the purpose of performing under this Agreement, (ii) to use the same degree of care (a) to hold such Confidential Information in confidence and (b) to not disclose it to anyone other than its employees and attorneys having a need to know for the purpose of performing under this Agreement, as the recipient uses for its own confidential information of similar importance, but in no event less than reasonable care, and (iii) to safeguard it from unauthorized use or disclosure using at least the same degree of care with which the Recipient safeguards its own Confidential Information of similar importance, but in no event less than reasonable care. If the Recipient wishes to disclose the Discloser's Confidential Information to a third-party agent or consultant, the agent or consultant must have executed a written agreement to abide by the terms of this Section 18.

- 18.2 Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies will be subject to the same restrictions and protections as the original and will bear the same copyright and proprietary rights notices as are contained on the original.
- 18.3 The Recipient agrees to return all Confidential Information in tangible form received from the Discloser, including any copies made by the Recipient, within thirty (30) Days after a written request is delivered to the Recipient, or to destroy all such Confidential Information if directed to do so by Discloser, except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement. The Recipient shall certify destruction by written letter to the Discloser. If either Party loses or makes an unauthorized disclosure of the other Party's Confidential Information, it will notify such other Party immediately and use its best efforts to retrieve the lost or wrongfully disclosed information.
- 18.4 The Recipient shall have no obligation to safeguard Confidential Information that: (i) was, at the time of receipt, already known to the Recipient free of any obligation to keep confidential and evidenced by written records prepared prior to delivery by the Discloser; (ii) is, or becomes publicly known through no wrongful act of the Recipient; (iii) is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the Discloser with respect to such information; (iv) is independently developed by an employee, agent, or contractor of the Recipient which individual 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; (v) is disclosed to a third person by the Discloser without similar restrictions on such third person's rights; (vi) is approved for release by written authorization of the Discloser; is required to be made public by the Recipient pursuant to applicable law or regulation provided that the Recipient shall furnish the Discloser with written notice of such requirement as soon as possible and prior to such disclosure. The Discloser may then either seek appropriate protective relief from all or part of such requirement or, if it fails to successfully do so, it shall be deemed to have waived the Recipient's compliance with this Section 18 with respect to all or part of such requirement. The Recipient shall use all commercially reasonable efforts to cooperate with the Discloser in attempting to obtain any protective relief that such Discloser chooses to obtain.
- 18.5 Either Party will have the right to disclose Confidential Information to any mediator, arbitrator, state or federal regulatory body, or a court in the conduct of any mediation, arbitration or approval of this Agreement, as long as, in the absence of an applicable protective order, the Discloser has been previously notified by the Recipient in time sufficient for the Recipient to undertake all lawful measures to avoid disclosing such information and for Discloser to have reasonable time to seek or negotiate a protective order before or with any applicable mediator, arbitrator, state or regulatory body or a court.
- 18.6 The Parties recognize that an individual end user may simultaneously seek to become or be a End User of both Parties. Nothing in this Agreement is intended to limit the ability of either Party to use customer specific information lawfully obtained from End Users or sources other than the Discloser.
- 18.7 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination without renewal for a period of two years.

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