

the other Party (including, without limitation, damages for harm to business, Loss of anticipated revenues, savings, or profits, or other economic Loss suffered by such other Party), regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including without limitation 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 (collectively, "Consequential Damages"); provided that the foregoing shall not limit (i) a Party's obligation under this Agreement to indemnify, defend, and hold the other Party harmless against any amounts payable to a Third Party, including any Losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorney's fees) and Consequential Damages of such Third Party, or (ii) a Party's liability to the other Party for willful or intentional misconduct, including gross negligence. Except as provided in the prior sentences, each Party hereby releases and holds harmless the other Party (and such other Party's Affiliates, and their respective officers, directors, employees and agents) from any such Claim.

- 32.4 Neither Party assumes any liability for any act or omission of the other in the furnishing of its service to its End Users solely by virtue of entering into this Agreement.
- 32.5 This Section 32 is not intended to exempt any Party from liability under this Agreement, but only to set forth the scope 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, network elements and services hereunder and no different pricing reflecting different costs and different limits of liability was agreed to.
- 32.6 When the lines or services of other companies and Telecommunications Carriers are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or Telecommunications Carriers.

33. MULTIPLE COUNTERPARTS

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

34. NETWORK MANAGEMENT

- 34.1 Any Party may use or request protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic to or from each other's network, when required to protect the public switched network from congestion due to Facility failures, switch congestion, or failure or focused overload. The Parties will immediately notify each other of any protective control action planned or executed.
- 34.2 Where the capability exists, originating or terminating traffic reroutes may be implemented by any Party to temporarily relieve network congestion due to Facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal Trunk servicing. Expansive controls will only be used when the Parties mutually agree.
- 34.3 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, in order to prevent or mitigate the impact of these events on the public switched network.
- 34.4 Both Parties shall work cooperatively to prevent use of anything provided under this Agreement in any manner that interferes with third parties in the use of their service, prevents third parties from using their service, impairs the quality of service to other Telecommunications Carriers or to either Party's End Users, causes electrical hazards to either Party's personnel, damage to either Party's equipment, or malfunction of either Party's billing equipment. At the earliest practicable time, each Party will provide the other verbal notice of any such network harm that could effect the other Party, its network, or its End Users.
- 34.5 The Parties shall cooperate to establish separate, dedicated Trunks for the completion of calls to high volume End Users.

- 34.6 Carrier and Telco will work cooperatively to install and maintain a reliable network. Carrier and Telco will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government and such other information as the Parties shall mutually agree) to achieve this desired reliability.
- 34.7 Carrier shall acknowledge calls in accordance with the following protocols.
- 34.7.1 Carrier 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 Carrier.
- 34.7.2 Carrier will provide a voice announcement or distinctive tone signals to the calling party when a call has been received and accepted by Carrier's terminal.
- 34.7.3 When Carrier's terminal is not able to complete calls because of a malfunction in the terminal or other equipment, Carrier will either divert the call to its operator, or provide a recorded announcement to the calling party advising that the call cannot be completed.
- 34.7.4 Carrier will provide supervisory tones or voice announcements to the calling party on all calls, consistent with standard telephone industry practices.
- 34.8 Each Party will provide the other Party a 24-hour network management contact and a trouble reporting number.

35. NON-WAIVER

- 35.1 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.

36. NOTICES

- 36.1 Subject to Section 36.6, notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein), and, unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be delivered personally; delivered by express overnight delivery service; mailed via first class U.S. Postal Service with postage prepaid and a return receipt requested; or delivered by facsimile; provided that a paper copy is also sent by a method described above.
- 36.2 Notices will be deemed given as of the earliest of the date of actual receipt; the next Business Day when sent via express overnight delivery service; five (5) Days after mailing in the case of first class U.S. Postal Service; or on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.
- 36.3 Notices will be addressed to the Parties as follows:

	CARRIER CONTACT	TELCO CONTACT
NAME/TITLE	Kurtiss P. Hertenstein Senior Vice President of Network Operations and Engineering	Contract Management ATTN: Notices Manager
STREET ADDRESS	10605 Deme Drive Unit D	311 S. Akard, 9 th Floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Indianapolis, IN 46236	Dallas, TX 75202-5398
FACSIMILE NUMBER	317-826-4490	214-464-2006

E-mail address for Accessible Letters: kurt.hertenstein@americanmessaging.net

- 36.4 Either Party may unilaterally change its designated contact, address, telephone number and/or facsimile number for the receipt of notices by giving written notice to the other Party in compliance with this Section.

Any notice to change the designated contact, address, telephone and/or facsimile number for the receipt of notices shall be deemed effective ten (10) Days following receipt by the other Party.

- 36.5 Each Party agrees to inform the other of any name change or change in its legal status in writing within thirty (30) Days of the effective date of such change.
- 36.6 Accessible Letters. Telco will communicate official information to Carrier via Telco's Accessible Letter e-mail notification process. This process covers a variety of subjects, including updates on products/services promotions; deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services; and operational issues. Accessible Letter notification will be deemed given as of the earlier of the date of actual receipt and the date set forth on the e-mail receipt. Carrier shall notify Telco of all e-mail addresses to which Accessible Letter notification is to be sent.

37. NUMBERING

- 37.1 It shall be the responsibility of each Party to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NPA-NXXs at all times. Neither Telco nor Carrier shall charge each other for changes to switch routing software necessitated by the opening of NPAs or NXXs. If either Party is authorized to recover its costs for changes to switch routing software necessitated by the opening of NPAs or NXXs, the Parties shall reimburse each other's costs according to such authorization.
- 37.2 The Parties shall comply with Central Office Code Assignment Guidelines, as currently specified in INC 95-0407-008, in performing the electronic input of their respective number assignment information into the Routing Database System.
- 37.3 To the extent that the Carrier's dedicated NPA-NXX resides at a point in Telco network, then the Parties shall cooperate to reassign the routing V&H and the Common Language Location Identifier ("CLLI") of dedicated NPA-NXX(s) from Telco's Tandems to points within Carrier's network as designated by Carrier. Carrier agrees that it shall use best efforts to complete the reassignment of its dedicated NPA-NXX(s) into its network. The Parties agree to cooperate in order to complete the transfer of all codes no later than the end of twelve months from the Effective Date. Until an NPA-NXX is reassigned, it will continue to be assigned to Telco's network as shown in the LERG.
- 37.4 Telco will forward a confirmation to Carrier in response to Carrier's request to add Carrier's NPA-NXXs to Trunk Groups, when Carrier submits such a request accompanied by an ASR without service and using the remarks section to refer to the NPA-NXX form. This NPA-NXX installation request will be treated as a no-charge order.
- 37.5 Both Parties will provide switch translations and billing contact points regarding the establishment of or modification to full number blocks.
- 37.6 Number Portability
- 37.6.1 The Parties agree to implement local number portability ("LNP"), if required of paging providers by FCC or Commission orders, within and between their networks as soon as technically feasible, but no later than the schedule established by the FCC or the Commission.
- 37.6.2 Each Party shall recover its costs for LNP in accordance with FCC or Commission orders.
- 37.6.3 Except as otherwise agreed between the Parties in writing, to the extent that a Party performs a query or is required to perform a query pursuant to its obligations under any Applicable Laws or this Agreement, that Party will make arrangements to perform its own queries for LNP calls on an N-1 basis, where N is the entity terminating the call to the user. If Telco is the entity terminating the call to the user, Carrier is the N-1 entity, and Carrier fails to make the appropriate query, Telco will charge Carrier in accordance with Telco's applicable tariff.

37.6.4 The Parties shall cooperate in conducting testing to ensure interconnectivity between their networks. Each Party shall inform the other of any network updates that may affect the other's network and shall, at the other's request, perform tests to validate the operation of the network.

37.6.5 Prior to the date that LNP is implemented by both Parties, the Parties agree to cooperatively establish terms, conditions, and procedures for porting telephone numbers.

38. PATENTS, TRADEMARKS & TRADE NAMES

38.1 With respect to Claims of patent infringement made by third persons, Telco and Carrier shall defend, indemnify, protect and save harmless the other from and against all Claims arising out of the improper combining with or use by the indemnifying Party of any Facility, apparatus, system or method provided by that Party or its subscribers in connection with the Trunks or services furnished under this Agreement.

38.2 No license under patents is granted by either Party to the other, or shall be implied or arise by estoppel with respect to any Facility, apparatus, system, or method used by either Party in connection with any Trunks or services furnished under this Agreement.

38.3 Nothing in this Agreement will grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever, absent prior written consent of the other Party.

39. PUBLICITY

39.1 The Parties agree not to use in any advertising or sales promotion, press release or other publicity matter any endorsement, direct or indirect quote, or picture implying endorsement by the other Party or any of its employees without such Party's prior written approval. The Parties will submit to each other for written approval, and obtain such 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.

39.2 Neither Party will offer any services using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of the other Party or its Affiliates without the other Party's written authorization.

40. RECORDS

40.1 Each Party will keep adequate records of its operations and transactions under this Agreement and shall furnish to the other Party such information as may be reasonably required for the administration of this Agreement.

41. RELATIONSHIP OF THE PARTIES

41.1 This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder.

41.2 Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party.

41.3 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.

41.4 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.

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

42. REMEDIES

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

43. SERVICES

- 43.1 Each Party is solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.

44. SURVIVAL OF OBLIGATIONS

- 44.1 Any liabilities or obligations of a Party for acts or omissions prior to the cancellations or termination of this Agreement, any obligation of a Party under the provisions regarding indemnification, limitations on liability, and any other provisions of this Agreement which, by their nature or terms, are intended to continue beyond (or to be performed after) the expiration or termination of this Agreement, will survive expiration or termination thereof, except that the survival of obligations as to protection of Confidential Information shall be governed by Section 18.

45. TAXES

- 45.1 Each Party purchasing Interconnection, resale services, network elements, functions, facilities, products and services under this Agreement shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, municipal fees, transfer, transaction or similar taxes, fees, or surcharges (hereinafter "Tax") imposed on, or with respect to, the Interconnection, resale services, network elements, functions, facilities, products and services under this Agreement provided by or to such Party, except for (a) any Tax on either Party's corporate existence, status, or income or (b) any corporate franchise Taxes. Whenever possible, Taxes shall be billed as a separate item on the invoice.
- 45.2 With respect to any purchase of Interconnection, resale services, network elements, functions, facilities, products and services under this Agreement if any Tax is required or permitted by Applicable Law to be collected from the purchasing Party by the providing Party, then: (i) the providing Party shall bill the purchasing Party for such Tax; (ii) the purchasing Party shall remit such Tax to the providing Party; and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority. Failure to include Taxes on an invoice or to state a Tax separately shall not impair the obligation of the purchasing Party to pay any Tax. Nothing shall prevent the providing Party from paying any Tax to the appropriate taxing authority prior to the time: (1) it bills the purchasing Party for such Tax, or (2) it collects the Tax from the purchasing Party. Notwithstanding anything in this Agreement to the contrary, the purchasing Party shall be liable for and the providing Party may collect Taxes which were assessed by or paid to an appropriate

taxing authority within the statute of limitations period but not included on an invoice within four (4) years after the Tax otherwise was owed or due.

- 45.3 With respect to any purchase hereunder of Interconnection, resale services, network elements, functions, facilities, products and services under this Agreement that are resold to a Third Party, if any Tax is imposed by Applicable Law on the End User in connection with any such purchase, then: (i) the purchasing Party shall be required to impose and/or collect such Tax from the End User; and (ii) the purchasing Party shall remit such Tax to the applicable taxing authority. The purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such tax to such authority.
- 45.4 If the providing Party fails to bill or to collect any Tax as required herein, then, as between the providing Party and the purchasing Party: (i) the purchasing Party shall remain liable for such uncollected Tax; and (ii) the providing Party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing Party fails to pay any Taxes properly billed, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the Taxes, penalty and interest.
- 45.5 If the purchasing Party fails to impose any Tax on and/or collect any Tax from End Users as required herein, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay or impose on and/or collect from End Users, the purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such Tax to such authority.
- 45.6 If either Party is audited by a taxing authority or other Governmental Authority, the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.
- 45.7 To the extent a sale is claimed to be for resale and thus subject to tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party for any period prior to the date that the purchasing Party presents a valid certificate. If Applicable Law excludes or exempts a purchase of Interconnection, resale services, network elements, functions, facilities, products and services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party (a) furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the Applicable Law that both allows such exemption and does not require an exemption certificate; and (b) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any tax, interest, penalties, Loss, cost or expense with respect to forbearing to collect such Tax.
- 45.8 With respect to any Tax or Tax controversy covered by this Section 45, the purchasing Party is entitled to contest with the imposing jurisdiction, pursuant to Applicable Law and at its own expense, any Tax that it is ultimately obligated to pay or collect. The purchasing Party will ensure that no lien is attached to any asset of the providing Party as a result of any contest. The purchasing Party shall be entitled to the benefit of any refund or recovery of amounts that it had previously paid resulting from such a contest. Amounts previously paid by the providing Party shall be refunded to the providing Party. The providing Party will cooperate in any such contest.
- 45.9 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 45 shall be sent in accordance with Section 36 hereof.

46. TERM AND TERMINATION

- 46.1 Except as provided herein, the Parties agree to interconnect pursuant to the terms defined in this Agreement until December 5, 2008 (The period from the Effective Date until this date is the "Initial Term"). Thereafter the Agreement shall continue in effect until terminated as provided herein.
- 46.2 At any time after a date 120 Days prior to the date stated in Section 46.1 above, either Party may request negotiations between the Parties for a new Interconnection agreement. Such negotiations shall begin within thirty (30) Days after delivery of such a request. Any resultant new Interconnection agreement shall be effective when approved by the Commission. Either Party's request under this Section will, for all purposes, be treated as a request under Section 252 of the Act for negotiation received by an incumbent local exchange carrier and will begin the process of voluntary negotiations.
- 46.3 This Agreement shall continue in effect until:
 - 46.3.1 a regulatory or judicial body approves a negotiated new interconnection agreement between the Parties for the state covered by this Agreement; or
 - 46.3.2 an arbitrated new interconnection agreement between the Parties for the state covered by this Agreement becomes effective; or
 - 46.3.3 nine months passes from the date either party requested re-negotiation of this Agreement and no new interconnection agreement has taken effect and the Parties have not expressly agreed to extend the term of this Agreement; or
 - 46.3.4 this Agreement is terminated in accordance with the terms of this Section 46.
- 46.4 The Parties agree that, except as otherwise provided in this Agreement, the rules and timeframes of Section 252 of the Act shall apply to any request for a new interconnection agreement initiated under Section 46.2. This includes arbitration by the Commission in the timeframes established in Section 252 of the Act.
 - 46.4.1 If, for any reason, the Commission declines to arbitrate issues resulting from the negotiations, either party may petition the FCC to arbitrate such issues.
 - 46.4.2 If, for any reason, the FCC declines to arbitrate issues resulting from the negotiations, either party may request binding commercial arbitration, which shall be governed by the rules of the American Arbitration Association, except as the Parties agree to modify such rules.
- 46.5 Notwithstanding any other provisions of this Agreement, this Agreement may be terminated at any time as mutually agreed upon by the Parties in writing.
- 46.6 In the event Carrier intends to cease providing its Paging Authorized Services, Carrier shall communicate this intent to Telco in writing at least sixty (60) Days prior to the time Carrier intends to cease providing its Paging Authorized Services. If it sends such a communication, Carrier may terminate this Agreement as part of that same advance written notice, subject to payment for Facilities or arrangements provided or for costs incurred.
- 46.7 Violation of or Refusal to Comply with Provisions of Agreement:
 - 46.7.1 Either Party may provide thirty (30) Days written notice to the other of repeated or willful material violation of, or refusal to comply with, the provisions of this Agreement.
 - 46.7.2 If such material violation or refusal has continued uncured for thirty (30) Days following receipt of such written notice by the defaulting Party, the other Party may terminate this Agreement on thirty (30) Days written notice.
 - 46.7.3 The terminating Party shall notify the FCC and the Commission and concurrently give the other Party written notice of the prospective date and time of discontinuance of service.

46.8 Immediate Termination:

- 46.8.1 This Agreement shall immediately terminate upon the permanent suspension, revocation, or termination by other means of either Party's authority to provide services over its network and shall be suspended during periods of temporary suspension, revocation, or termination of such authority.
 - 46.8.2 Notwithstanding such termination, the terminating Party shall notify in writing the Party who has lost its authority, not less than thirty (30) Days prior to discontinuing the interconnection arrangements provided hereunder.
 - 46.8.3 At such time the terminating Party will also notify in writing the FCC and the Commission of the prospective discontinuance.
- 46.9 Upon termination of this Agreement, the monthly charges payable under the Agreement shall be prorated to the date of termination, provided that the Trunk for which such charge is levied has been in service for more than one (1) month. Otherwise, the full monthly charge shall be due on termination, together with any applicable non-recurring charges.
- 46.10 If this Agreement is terminated for any reason and the Parties continue to provide Facilities, Trunks and/or services hereunder, then the rates, terms and conditions under which those items are provided will be those contained in pertinent Telco tariffs, or in the absence of any pertinent tariffs for the provision of services to CMRS providers, then the terms and conditions contained herein shall continue to apply to such items until a new contract between the Parties is in place, unless otherwise agreed.

47. AUTHORITY TO EXECUTE AND PROMISE TO SEEK APPROVAL

- 47.1 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 AT&T Operations, 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.
- 47.2 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.
- 47.3 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.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

American Messaging Services, LLC

Illinois Bell Telephone Company d/b/a AT&T Illinois,,
Indiana Bell Telephone Company Incorporated d/b/a AT&T
Indiana, Michigan Bell Telephone Company d/b/a AT&T
Michigan, Nevada Bell Telephone Company d/b/a AT&T
Nevada, The Ohio Bell Telephone Company d/b/a AT&T
Ohio, Pacific Bell Telephone Company d/b/a AT&T
California, The Southern New England Telephone Company
d/b/a AT&T Connecticut, Southwestern Bell Telephone,
L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri,
AT&T Oklahoma and AT&T Texas, Wisconsin Bell Inc. d/b/a
AT&T Wisconsin by AT&T Operations, Inc., its authorized
agent

Signature: _____

Printed: _____

Title: Senior V.P. Netops + Engineering
(Print or Type)

Date: _____

Signature: _____

Printed: _____

Title: _____

Date: _____

Executive Director-Regulatory

APPENDIX PRICING (PAGING-FACILITIES ONLY)
ARKANSAS

1. Other Charges:

1.1 Selective Class of Call Screening

	Per Month	Nonrecurring Charge
Per BAN	\$53.00	\$340.00

- 1.2 Cancellation Charge. A charge is calculated as the product of the number of Business Days from order application through the order cancellation multiplied by the average daily charge of the service ordered, plus the Access Order Charge. The Access Order Charge is governed by Telco's applicable interstate Access Services tariff.
- 1.3 Rollover Charges. A rollover is a Carrier initiated move that involves a change of a Point of Termination from an existing service within the same Carrier premises. The nonrecurring charge associated with the installation of that service (i.e., the Rollover Charge) applies when Carrier requests a rollover. The Rollover Charge is governed by Telco's applicable interstate Access Services tariff.
- 1.4 Translation Charges. Translation charges will apply for each effected end office when Carrier requests a change in an NPA-NXX code from or to being an EMS/EAS NPA-NXX.
- 1.5 Trunk Interface Change Charges. Changes to the type of Trunk interfaces on a trunk will be charged at the rate of \$100.00 per Trunk.
- 1.6 Charges for miscellaneous other items such as Service Establishment, Change in Service Arrangement, Changes in Trunk interfaces, Additional Engineering, Additional Labor Charges, Access Order Charge, Design Change Charge, Service Date Change Charge, ACNA, Billing Account Number (BAN) and Circuit Identification Change Charges, and Supercedure charges are governed by Telco's applicable interstate Access Services tariff.

APPENDIX PRICING (PAGING-FACILITIES ONLY)

CALIFORNIA

1. The rates for Type 2A and Type 2B trunk port elements are as follows per unit increment of 24 trunks (per DS-1 termination):

Monthly Recurring	Non-recurring (first)	Non-recurring (additional)
\$23.02	\$856.00	\$553.00

2. The rates for CMRS Type 1 charges are as follows:

	Monthly Recurring	Non-recurring (first)	Non-recurring (additional)
Type 1 Trunk Charge per Trunk	\$ 5.60	\$206.77	\$77.00
Type 1 Interoffice Mileage			
Fixed Rate per Trunk	\$25.27		
Fixed Rate per mile	\$ 1.86		
Type 1 (DID TSMT Trunk)			
Circuit Termination	\$18.31		
Type 1 (TSMT) Analog			
Interface per Trunk	\$ 1.50	\$202.33	\$202.33

3. Other Charges

- 3.1 Selective Class of Call Screening.

- 3.2 Cancellation Charge. A charge is calculated as the product of the number of Business Days from order application through the order cancellation multiplied by the average daily charge of the service ordered, plus the Access Order Charge. The Access Order Charge is governed by Telco's applicable interstate Access Services tariff.

- 3.3 Rollover Charges. A rollover is a Carrier initiated move that involves a change of a Point of Termination from an existing service within the same Carrier premises. The nonrecurring charge associated with the installation of that service (i.e., the Rollover Charge) applies when Carrier requests a rollover. The Rollover Charge is governed by Telco's applicable interstate Access Services tariff.

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

APPENDIX PRICING (PAGING-FACILITIES ONLY)
CONNECTICUT

1. Other Charges

- 1.1 Selective Class of Call Screening. This service is not currently provided in this State.
- 1.2 Cancellation Charge. A charge is calculated as the product of the number of Business Days from order application through the order cancellation multiplied by the average daily charge of the service ordered, plus the Access Order Charge. The Access Order Charge is governed by Telco's applicable interstate Access Services tariff.
- 1.3 Rollover Charges. A rollover is a Carrier initiated move that involves a change of a Point of Termination from an existing service within the same Carrier premises. The nonrecurring charge associated with the installation of that service (i.e., the Rollover Charge) applies when Carrier requests a rollover. The Access Order Charge is governed by Telco's applicable interstate Access Services tariff.
- 1.4 Charges for miscellaneous other items such as Service Establishment, Change in Service Arrangement, Changes in Trunk interfaces, Additional Engineering, Additional Labor Charges, Access Order Charge, Design Change Charge, Service Date Change Charge, ACNA, Billing Account Number (BAN) and Circuit Identification Change Charges, and Supercedure charges are governed by Telco's applicable interstate Access Services tariff.

APPENDIX PRICING (PAGING-FACILITIES ONLY)

ILLINOIS

1. The rates for trunking are set forth in Telco tariff ICC 16, as amended from time to time.
2. Other Charges
 - 2.1 Selective Class of Call Screening.
 - 2.2 Cancellation Charge. A charge is calculated as the product of the number of Business Days from order application through the order cancellation multiplied by the average daily charge of the service ordered, plus the Access Order Charge. The Access Order Charge is governed by Telco's applicable interstate Access Services tariff.
 - 2.3 Rollover Charges. A rollover is a Carrier initiated move that involves a change of a Point of Termination from an existing service within the same Carrier premises. The nonrecurring charge associated with the installation of that service (i.e., the Rollover Charge) applies when Carrier requests a rollover. The Rollover Charge is governed by Telco's applicable interstate Access Services tariff.
 - 2.4 Charges for miscellaneous other items such as Service Establishment, Change in Service Arrangement, Changes in Trunk interfaces, Additional Engineering, Additional Labor Charges, Access Order Charge, Design Change Charge, Service Date Change Charge, ACNA, Billing Account Number (BAN) and Circuit Identification Change Charges, and Supercedure charges are governed by Telco's applicable interstate Access Services tariff.

APPENDIX PRICING (PAGING-FACILITIES ONLY)
INDIANA

1. The rates for trunking are set forth in Telco tariff IURC 20, as amended from time to time.
2. Other Charges
 - 2.1 Selective Class of Call Screening.
 - 2.2 Cancellation Charge. A charge is calculated as the product of the number of Business Days from order application through the order cancellation multiplied by the average daily charge of the service ordered, plus the Access Order Charge. The Access Order Charge is governed by Telco's applicable interstate Access Services tariff.
 - 2.3 Rollover Charges. A rollover is a Carrier initiated move that involves a change of a Point of Termination from an existing service within the same Carrier premises. The nonrecurring charge associated with the installation of that service (i.e., the Rollover Charge) applies when Carrier requests a rollover. The Rollover Charge is governed by Telco's applicable interstate Access Services tariff.
 - 2.4 Charges for miscellaneous other items such as Service Establishment, Change in Service Arrangement, Changes in Trunk interfaces, Additional Engineering, Additional Labor Charges, Access Order Charge, Design Change Charge, Service Date Change Charge, ACNA, Billing Account Number (BAN) and Circuit Identification Change Charges, and Supercedure charges are governed by Telco's applicable interstate Access Services tariff.

APPENDIX PRICING (PAGING-FACILITIES ONLY)

KANSAS

1. Other Charges:

1.1 Selective Class of Call Screening

	Per Month	Nonrecurring Charge
Per BAN	\$21.00	\$260.00

1.2 Cancellation Charge. A charge is calculated as the product of the number of Business Days from order application through the order cancellation multiplied by the average daily charge of the service ordered, plus the Access Order Charge. The Access Order Charge is governed by Telco's applicable interstate Access Services tariff.

1.3 Rollover Charges. A rollover is a Carrier initiated move that involves a change of a Point of Termination from an existing service within the same Carrier premises. The nonrecurring charge associated with the installation of that service (i.e., the Rollover Charge) applies when Carrier requests a rollover. The Rollover Charge is governed by Telco's applicable interstate Access Services tariff.

1.4 Translation Charges. Translation charges will apply for each effected end office when Carrier requests a change in an NPA-NXX code from or to being an EMS/EAS NPA-NXX.

1.5 Trunk Interface Change Charges. Changes to the type of Trunk interfaces on a trunk will be charged at the rate of \$120.00 per Trunk.

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

APPENDIX PRICING (PAGING-FACILITIES ONLY)
MICHIGAN

1. The rates for trunking are set forth in Telco tariff MPSC 20R, as amended from time to time.
2. Other Charges
 - 2.1 Selective Class of Call Screening.
 - 2.2 Cancellation Charge. A charge is calculated as the product of the number of Business Days from order application through the order cancellation multiplied by the average daily charge of the service ordered, plus the Access Order Charge. The Access Order Charge is governed by Telco's applicable interstate Access Services tariff.
 - 2.3 Rollover Charges. A rollover is a Carrier initiated move that involves a change of a Point of Termination from an existing service within the same Carrier premises. The nonrecurring charge associated with the installation of that service (i.e., the Rollover Charge) applies when Carrier requests a rollover. The Rollover Charge is governed by Telco's applicable interstate Access Services tariff.
 - 2.4 Charges for miscellaneous other items such as Service Establishment, Change in Service Arrangement, Changes in Trunk interfaces, Additional Engineering, Additional Labor Charges, Access Order Charge, Design Change Charge, Service Date Change Charge, ACNA, Billing Account Number (BAN) and Circuit Identification Change Charges, and Supercedure charges are governed by Telco's applicable interstate Access Services tariff.

APPENDIX PRICING (PAGING-FACILITIES ONLY)
MISSOURI

1. Other Charges:

1.1 Selective Class of Call Screening

	Per Month	Nonrecurring Charge
Per BAN	\$40.75	\$370.00

- 1.2 Cancellation Charge. A charge is calculated as the product of the number of Business Days from order application through the order cancellation multiplied by the average daily charge of the service ordered, plus the Access Order Charge. The Access Order Charge is governed by Telco's applicable interstate Access Services tariff.
- 1.3 Rollover Charges. A rollover is a Carrier initiated move that involves a change of a Point of Termination from an existing service within the same Carrier premises. The nonrecurring charge associated with the installation of that service (i.e., the Rollover Charge) applies when Carrier requests a rollover. The Rollover Charge is governed by Telco's applicable interstate Access Services tariff.
- 1.4 Translation Charges. Translation charges will apply for each effected end office when Carrier requests a change in an NPA-NXX code from or to being an EMS/EAS NPA-NXX.
- 1.5 Trunk Interface Change Charges. Changes to the type of Trunk interfaces on a trunk will be charged at the rate of \$70.00 per Trunk.
- 1.6 Charges for miscellaneous other items such as Service Establishment, Change in Service Arrangement, Additional Engineering, Additional Labor Charges, Access Order Charge, Design Change Charge, Service Date Change Charge, ACNA, Billing Account Number (BAN) and Circuit Identification Change Charges, and Supercedure charges are governed by Telco's applicable interstate Access Services tariff.

APPENDIX PRICING (PAGING-FACILITIES ONLY)

NEVADA

1. The rate for Type 2A tandem transport is as follows per unit increment of 24 trunks (per DS-1 termination):

Monthly Recurring	Non-recurring
\$0.00	\$960.00

- 1.1 Trunk charges apply per the Nevada Access Tariff C18-A.

2. The rates for CMRS Type 1 and Type 2B interconnection charges are as follows:

<u>Type 1</u>	<u>Monthly/Non-recurring</u>
Type 1 Flat Rate Trunk Charge	Nevada Access Tariff C18-A
Type 1 Measured Rate Trunk	Nevada Access Tariff C18-A
Measured Rate per Measured Rate Trunk	Nevada Access Tariff C18-A
Measured Usage	Nevada Access Tariff C18-A
Type 1 Mileage per trunk	Nevada Access Tariff C18-A
Installation per trunk	Nevada Access Tariff C18-A
<u>Type 2B</u>	
Type 2B Flat Rate Trunk	Nevada Access Tariff C18-A
Type 2 Mileage per trunk	Nevada Access Tariff C18-A
Installation per trunk	Nevada Access Tariff C18-A

3. Other Charges

- 3.1 Selective Class of Call Screening. This service is not currently provided in this State.
- 3.2 Cancellation Charge. A charge is calculated as the product of the number of Business Days from order application through the order cancellation multiplied by the average daily charge of the service ordered, plus the Access Order Charge. The Access Order Charge is governed by Telco's applicable interstate Access Services tariff.
- 3.3 Rollover Charges. A rollover is a Carrier initiated move that involves a change of a Point of Termination from an existing service within the same Carrier premises. The nonrecurring charge associated with the installation of that service (i.e., the Rollover Charge) applies when Carrier requests a rollover. The Rollover Charge is governed by Telco's applicable interstate Access Services tariff.
- 3.4 Charges for miscellaneous other items such as Service Establishment, Change in Service Arrangement, Changes in Trunk interfaces, Additional Engineering, Additional Labor Charges, Access Order Charge, Design Change Charge, Service Date Change Charge, ACNA, Billing Account Number (BAN) and Circuit Identification Change Charges, and Supercedure charges are governed by Telco's applicable interstate Access Services tariff.

APPENDIX PRICING (PAGING-FACILITIES ONLY)

OHIO

1. The rates for Type 2 trunking are set forth in Telco's intrastate Access Services tariff, as amended from time to time. The rates for Type 1 trunking are set forth in Telco's tariff PUCO 20, as amended from time to time.
2. Other Charges
 - 2.1 Selective Class of Call Screening.
 - 2.2 Cancellation Charge. A charge is calculated as the product of the number of Business Days from order application through the order cancellation multiplied by the average daily charge of the service ordered, plus the Access Order Charge. The Access Order Charge is governed by Telco's applicable interstate Access Services tariff.
 - 2.3 Rollover Charges. A rollover is a Carrier initiated move that involves a change of a Point of Termination from an existing service within the same Carrier premises. The nonrecurring charge associated with the installation of that service (i.e., the Rollover Charge) applies when Carrier requests a rollover. The Rollover Charge is governed by Telco's applicable interstate Access Services tariff.
 - 2.4 Charges for miscellaneous other items such as Service Establishment, Change in Service Arrangement, Changes in Trunk interfaces, Additional Engineering, Additional Labor Charges, Access Order Charge, Design Change Charge, Service Date Change Charge, ACNA, Billing Account Number (BAN) and Circuit Identification Change Charges, and Supercedure charges are governed by Telco's applicable interstate Access Services tariff.

APPENDIX PRICING (PAGING-FACILITIES ONLY)
OKLAHOMA

1. Other Charges:

1.1 Selective Class of Call Screening

	Per Month	Nonrecurring Charge
Per BAN	\$54.65	\$556.00

1.2 Cancellation Charge. A charge is calculated as the product of the number of Business Days from order application through the order cancellation multiplied by the average daily charge of the service ordered, plus the Access Order Charge. The Access Order Charge is governed by Telco's applicable interstate Access Services tariff.

1.3 Rollover Charges. A rollover is a Carrier initiated move that involves a change of a Point of Termination from an existing service within the same Carrier premises. The nonrecurring charge associated with the installation of that service (i.e., the Rollover Charge) applies when Carrier requests a rollover. The Rollover Charge is governed by Telco's applicable interstate Access Services tariff.

1.4 Translation Charges. Translation charges will apply for each effected end office when Carrier requests a change in an NPA-NXX code from or to being an EMS/EAS NPA-NXX.

1.5 Trunk Interface Change Charges. Changes to the type of Trunk interfaces on a trunk will be charged at the rate of \$65.00 per Trunk.

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

APPENDIX PRICING (PAGING-FACILITIES ONLY)
TEXAS

1. Other Charges

1.1 Selective Class of Call Screening

Per BAN	Per Month	Nonrecurring Charge
	\$38.25	\$402.75

- 1.2 Cancellation Charge. A charge is calculated as the product of the number of Business Days from order application through the order cancellation multiplied by the average daily charge of the service ordered, plus the Access Order Charge. The Access Order Charge is governed by Telco's applicable interstate Access Services tariff.
- 1.3 Rollover Charges. A rollover is a Carrier initiated move that involves a change of a Point of Termination from an existing service within the same Carrier premises. The nonrecurring charge associated with the installation of that service (i.e., the Rollover Charge) applies when Carrier requests a rollover. The Rollover Charge is governed by Telco's applicable interstate Access Services tariff.
- 1.4 Translation Charges. Translation charges will apply for each effected end office when Carrier requests a change in an NPA-NXX code from or to being an EMS/EAS NPA-NXX.
- 1.5 Trunk Interface Change Charges. Changes to the type of Trunk interfaces on a trunk will be charged at the rate of \$92.50 per Trunk.
- 1.6 Charges for miscellaneous other items such as Service Establishment, Change in Service Arrangement, Changes in Trunk interfaces, Additional Engineering, Additional Labor Charges, Access Order Charge, Design Change Charge, Service Date Change Charge, ACNA, Billing Account Number (BAN) and Circuit Identification Change Charges, and Supercedure charges are governed by Telco's applicable interstate Access Services tariff.

APPENDIX PRICING (PAGING-FACILITIES ONLY)
WISCONSIN

1. The rates for Type 2A and Type 2B trunk port elements are as follows:

Monthly Recurring (Carrier dedicated trunk)

Analog \$20.00, plus \$2.53 per mile/per trunk

Digital \$70.00, plus \$30.00 per mile/per DS-1

Non-recurring (Carrier dedicated trunk)

Analog \$150.00

Digital \$500.00

2. The rates for Type 1 trunk port elements are as follows:

Monthly Recurring (Carrier dedicated trunk)

Analog \$20.00, plus \$2.53 per mile/per trunk

Digital \$70.00, plus \$30.00 per mile/per DS-1

Non-Recurring (Carrier dedicated trunk)

Analog \$150.00

Digital \$500.00

Additional rates for Type 1 are provided in Telco tariff Wisconsin 20, as amended from time to time.

3. Other Charges

- 3.1 Selective Class of Call Screening.

- 3.2 Cancellation Charge. A charge is calculated as the product of the number of Business Days from order application through the order cancellation multiplied by the average daily charge of the service ordered, plus the Access Order Charge. The Access Order Charge is governed by Telco's applicable interstate Access Services tariff.

- 3.3 Rollover Charges. A rollover is a Carrier initiated move that involves a change of a Point of Termination from an existing service within the same Carrier premises. The nonrecurring charge associated with the installation of that service (i.e., the Rollover Charge) applies when Carrier requests a rollover. The Rollover Charge is governed by Telco's applicable interstate Access Services tariff.

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

Attachment II

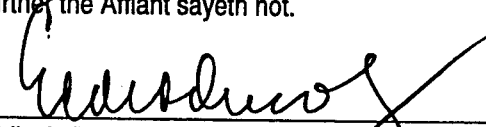
STATE OF Texas :
COUNTY OF Dallas :

AFFIDAVIT OF EDDIE A. REED, JR.

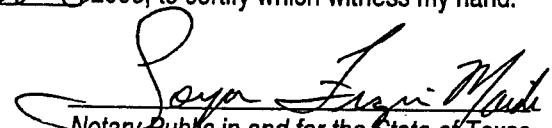
Before me, the Undersigned Authority, on this 17th day of October, 2006, personally appeared Eddie A. Reed, Jr. who, upon being by me duly sworn on oath deposed and said the following:

1. My name is Eddie A. Reed, Jr. I am over the age of 21, of sound mind and competent to testify to the matters stated herein. I am Director-Contract Management. I have personal knowledge of the Agreement between Southwestern Bell Telephone, L.P. d/b/a AT&T Texas¹ ("AT&T Texas") and American Messaging Services, LLC.
2. This Agreement establishes terms and conditions for Facilities used for Interconnection for a paging Commercial Mobile Radio Service provider. This Agreement is the result of negotiation. I believe that this Agreement between AT&T Texas and American Messaging Services, LLC is in the public interest and comports with the relevant requirements of state law.
3. Further, consistent with the policy provision of PURA, I believe that this Agreement fosters, encourages and accelerates the continuing development and emergence of a competitive advanced telecommunications environment and infrastructure and to that end, not only advances, but, also protects the public interest.
4. I am not aware of any provision in this Agreement that discriminates against any telecommunications carrier that is not a party to this Agreement. The terms of this Agreement are available to any similarly situated local service provider in negotiating a similar agreement.
5. I am not aware of any outstanding issues between the parties that need the assistance of mediation of arbitration at this time.

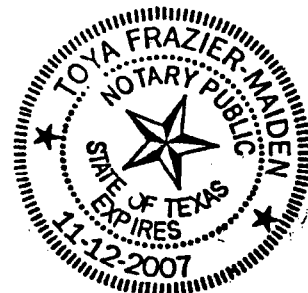
Further the Affiant sayeth not.


Eddie A. Reed, Jr., Director-Contract Management

Sworn and Subscribed to before me this 17th day of October, 2006, to certify which witness my hand.


Notary Public in and for the State of Texas

My Commission expires on: 11-12-2007



¹ On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. Southwestern Bell Telephone, L.P. is now doing business in Texas as "AT&T Texas".

Attachment III



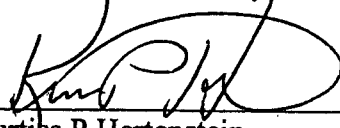
STATE OF INDIANA
COUNTY OF MARION

AFFIDAVIT OF AMERICAN MESSAGING

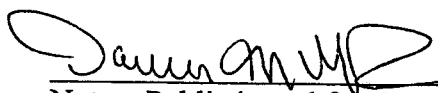
Before me, the Undersigned Authority, on this 3 day of October, 2006, personally appeared Kurtiss P Hertenstein who, upon being by me duly sworn on oath deposed and said the following:

1. My name is Kurtiss P Hertenstein. I am over 21, of sound mind and competent to testify to the matters stated herein. I am the Senior Vice President of Network Operations and Engineering. I have personal knowledge of the Amendment between Southwestern Bell Telephone, L.P.d/b/a AT&T Texas (AT&T Texas) and American Messaging.
2. This agreement establishes an Interconnection Agreement between AT&T Texas and American Messaging. This agreement is the result of negotiation to adopt the following provisions from AT&T Texas Interconnection Agreement, including any legitimately related terms, that was approved by the Commission on XXX date in Docket No. XXX. I believe that this Agreement between AT&T Texas and American Messaging is in the public interest and comports with the relevant requirements of state law.
3. Futher, consistent with the policy provision of PURA, I believe that this Amendment fosters, encourages and accelerates the continuing development and emergence od a competitive advanced telecommunications environment and infrastructure and to that end, not only advances, but, also protects the public interest.
4. I am not aware of any provision in this Amendment that discriminates against any telecommunications carrier that is not a party to this Amendment. The terms of this Amendment are available to any similarly situated local service provider ion negotiating a similar agreement
5. I am not aware of any outstanding issues between the parties tha need the assistance od mediation of arbitration at this time.

Further the Affiant sayeth not.


Kurtiss P Hertenstein
Senior VP – Network Operations and Engineering

Sworn and Subscribed to before me this 3rd day of October, 2006, to certify which witness my hand.


Notary Public in and for the State if Indiana

My Commission expires in: August 30, 2013

