

MEMORANDUM

February 9, 1999

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RECORDS AND
REPORTING

TO: DIVISION OF RECORDS AND REPORTING

FROM: DIVISION OF LEGAL SERVICES (MILLER) *Jam NCS*

RE: DOCKET NO. 981553-TP - REQUEST BY GTE FLORIDA
INCORPORATED FOR APPROVAL OF INTERCONNECTION AGREEMENT
WITH AIRTOUCH PAGING.

99-0241-FOF-TP

Attached is an ORDER APPROVING INTERCONNECTION AGREEMENT, with attachments, to be issued in the above-referenced docket. (Number of pages in order -4)

JAM/anr
Attachment
cc: Division of Communications
I: 981553.jam

See 1, 2

ATTACHMENT(S) NOT ON-LINE

2 mail

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Request by GTE Florida Incorporated for approval of interconnection agreement with AirTouch Paging.

DOCKET NO. 981553-TP
ORDER NO. PSC-99-0241-FOF-TP
ISSUED: February 9, 1999

The following Commissioners participated in the disposition of this matter:

JOE GARCIA, Chairman
J. TERRY DEASON
SUSAN F. CLARK
JULIA L. JOHNSON
E. LEON JACOBS, JR.

ORDER APPROVING INTERCONNECTION AGREEMENT

BY THE COMMISSION:

On November 5, 1998, GTE Florida Incorporated (GTEFL) and AirTouch Paging (AirTouch) filed a request for approval of an interconnection agreement under 47 U.S.C. §252(e) of the Telecommunications Act of 1996 (the Act). The agreement is attached to this Order as Attachment A and incorporated by reference herein.

Both the Act and Chapter 364, Florida Statutes, encourage parties to enter into negotiated agreements to bring about local exchange competition as quickly as possible. Under the requirements of 47 U.S.C. § 252(e), negotiated agreements must be submitted to the state commission for approval. Section 252(e)(4) requires the state to reject or approve the agreement within 90 days after submission or it shall be deemed approved.

This agreement covers a two-year period and governs the relationship between the companies regarding local interconnection and the exchange of traffic pursuant to 47 U.S.C. § 251. Under 47 U.S.C. § 252(a)(1), the agreement shall include a detailed schedule of itemized charges for interconnection and each service or network element included in the agreement.

DOCUMENT NUMBER-DATE

01698 FEB-99

FPSC-RECORDS/REPORTING

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Upon review of the proposed agreement, we believe that it complies with the Telecommunications Act of 1996; thus, we hereby approve it. GTEFL and AirTouch are also required to file any subsequent supplements or modifications to their agreement with the Commission for review under the provisions of 47 U.S.C. § 252(e).

We note that AirTouch does not currently hold a Florida certificate to provide alternative local exchange telecommunications service, and therefore, it cannot provide alternative local exchange telecommunications service or land-line services under this agreement until it obtains a certificate from this Commission.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the interconnection agreement between GTE Florida Incorporated and AirTouch Paging, as set forth in Attachment A and incorporated by reference in this Order, is hereby approved. It is further

ORDERED that any supplements or modifications to this agreement must be filed with the Commission for review under the provisions of 47 U.S.C. § 252(e). It is further

ORDERED that AirTouch Paging shall not provide alternative local exchange telecommunications service or land-line services under this agreement until it obtains a certificate to provide alternative local exchange telecommunications service from this Commission. It is further

ORDERED that this Docket shall be closed.

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By ORDER of the Florida Public Service Commission, this 9th
day of February, 1999.

BLANCA S. BAYÓ, Director
Division of Records and Reporting

By: Kay Flynn
Kay Flynn, Chief
Bureau of Records

(S E A L)

JAM

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request: 1) reconsideration of the decision by filing a motion for reconsideration with the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within fifteen (15) days of the issuance of this order in the form prescribed by Rule 25-22.060, Florida Administrative Code; or 2) judicial review in Federal district court pursuant to the Federal Telecommunications Act of 1996, 47 U.S.C. § 252(e)(6).

ATTACHMENT A

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INTERCONNECTION AGREEMENT

BETWEEN

GTE FLORIDA INCORPORATED

AND

AIRTOUCH PAGING

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This Interconnection Agreement (the "Agreement"), is effective as of _____, 199__, by and between GTE Florida Incorporated, with its address for purposes of this Agreement at 600 Hidden Ridge Drive, Irving, Texas 75038 ("GTE"), and AirTouch Paging in its capacity as an authorized provider of one-way paging services ("AirTouch"), with its principal place of business at Three Forest Plaza, 12221 Merit Drive, Dallas, TX 75251 (GTE and AirTouch being referred to collectively as the "Parties" and individually as a "Party"). This Agreement covers services in the State of Florida only (the "State").

WHEREAS, interconnection between Carriers is necessary and desirable for the termination of traffic originating on GTE's network; and

WHEREAS, the Parties desire to terminate such traffic and related signaling in a technically and economically efficient manner; and

WHEREAS, the Parties wish to enter into an agreement to interconnect their respective telecommunications networks on terms that are fair and equitable to both Parties; and

WHEREAS, Section 251 of the Telecommunications Act of 1996 (the "Act") imposes specific obligations on LECs with respect to the interconnection of their networks and CMRS carriers, such as AirTouch; and

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GTE and AirTouch, intending to be legally bound, hereby covenant and agree as follows:

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**ARTICLE I
SCOPE AND INTENT OF AGREEMENT**

Pursuant to this Agreement, the Parties will extend certain arrangements to one another within each area in which they both operate within the State for purposes of interconnection and the termination of traffic originated by GTE end user customers or traffic transiting GTE's network, and terminated to AirTouch end user customers. This Agreement will be submitted to the Florida Public Service Commission (the "Commission") for approval and the Parties shall use their best efforts to cause the Commission to approve this Agreement without material changes. Subject to the foregoing, the Parties agree that their entrance into this Agreement is without prejudice to and does not waive any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements and/or matters related to either party's cost recovery covered in this Agreement.

Unless otherwise specified, the services and facilities to be provided to AirTouch by GTE in satisfaction of this Agreement may be provided pursuant to GTE tariffs and then current practices. Should such services and facilities be modified by tariff or by Order, including any modifications resulting from other Commission proceedings, federal court review or other judicial action, and unless otherwise specified, such modifications will be deemed to automatically supersede any rates and terms and conditions of this Agreement. The Parties shall cooperate with one another for the purpose of incorporating required modifications into this Agreement. GTE shall give AirTouch reasonable prior written notice of any such modifications, but in no event less than thirty (30) days prior to their effective date and AirTouch does not hereby waive its right to protest any such modifications in the appropriate forum.

ARTICLE II
DEFINITIONS

1. **General Definitions.** Except as otherwise specified herein, the following definitions shall apply to all Articles and Appendices contained in this Agreement. Additional definitions that are specific to the matters covered in a particular Article may appear in that Article. To the extent that there may be any conflict between a definition set forth in this Article II and any definition in a specific Article or Appendix, the definition set forth in the specific Article or Appendix shall control with respect to that Article or Appendix.
 - 1.1 **Act** - the Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress effective February 8, 1996.
 - 1.2 **Affiliate** - a person, corporation, partnership, limited liability corporation, joint venture, or other legal entity that, directly or indirectly, owns or controls a Party, or is owned or controlled by, or is under common ownership or control with a Party.
 - 1.3 **Applicable Law** - all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, and approvals of any Governmental Authority, which apply or relate to the subject matter of this Agreement.
 - 1.4 **Automatic Number Identification (ANI)** - refers to the number transmitted through the GTE network identifying the calling party.
 - 1.5 **Bellicore** - an organization owned jointly by the Bell regional holding companies that may in the future be owned partially or totally by other persons. The organization conducts research and development projects for its owners, including development of new telecommunications services. Bellicore also provides certain centralized technical and management services for the regional holding companies and also provides generic requirements for the telecommunications industry for products, services and technologies.
 - 1.6 **Bona Fide Request (BFR)** - a written process used by a Party when requesting customized Service Orders for certain services, features, capabilities or functionality defined and agreed upon by the Parties as services to be ordered as Bona Fide Requests.
 - 1.7 **Business Day** - refers to Monday through Friday, except for holidays on which the U.S. mail is not delivered.
 - 1.8 **Central Office Switch** - a switch used to provide telecommunications services including (1) "End Office Switches" which are Class 5 switches from which end user Exchange Services are directly connected and offered, and (2) "Tandem Office Switches" which are Class 4 switches which are used to connect and switch trunk circuits between and among central office switches. Central office switches may be employed as combination end office/tandem office switches (combination Class 5/Class 4).
 - 1.9 **CLLI Codes** - Common Language Location Identifier Codes.
 - 1.10 **Commercial Mobile Radio Services (CMRS)** - a radio communication service between mobile stations or receivers and land stations, or by mobile stations communicating among themselves that is provided for profit and that makes interconnected service

available to the public or to such classes of eligible users as to be effectively available to a substantial portion of the public.

- 1.11 **Commission** - the State Utilities/Public Service Commission.
- 1.12 **Common Channel Signaling (CCS)** - a high-speed specialized packet-switched communications network that is separate (out-of-band) from the public packet-switched and message networks. CCS carries addressed signaling messages for individual trunk circuits and/or database-related services between Signaling Points in the CCS network using SS7 signaling protocol.
- 1.13 **Customer** - refers to GTE or AirTouch depending on the context and which Party is receiving the service from the other Party.
- 1.14 **DS-1** - a service carried at digital signal rate of 1.544 Mbps which may be broken down into 24 discrete channels.
- 1.15 **DS-3** - a service carried at digital signal rate of 44.736 Mbps which may be broken down into 28 discrete DS-1 channels.
- 1.16 **Exchange Message Record (EMR)** - an industry standard record used to exchange telecommunications message information among CLECs for billable, non-billable, sample, settlement and study data. EMR format is defined in BR-010-200-010 CRIS Exchange Message Record, published by Bellcore.
- 1.17 **Exchange Service** - means telephone exchange service as defined in the Telecommunications Act of 1996.
- 1.18 **Facility** - all buildings, equipment, structures and other items located on a single site or contiguous or adjacent sites owned or operated by the same persons or person.
- 1.19 **FCC** - the Federal Communications Commission and any successor federal agency which performs the same or substantially the same federal regulatory functions.
- 1.20 **GTOC** - GTE Telephone Operating Company.
- 1.21 **Incumbent Local Exchange Carrier (ILEC)** - any local exchange carrier that was as of February 8, 1996, deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. §69.601(b) of the FCC's regulations. This includes GTE.
- 1.22 **Interconnection Facility** - see "Internetwork Facilities".
- 1.23 **Interconnection Point (IP)** - the physical point on the network where the two parties interconnect. The "IP" is the demarcation point between the responsibility for providing the transmission facility.
- 1.24 **Interexchange Carrier (IXC)** - a telecommunications service provider which provides interstate long distance communications services between LATAs and/or is authorized by the State to provide inter- and/or intraLATA long distance communications services within the State.

- 1.25 **Internetwork Facilities** - the physical connection of separate pieces of equipment, transmission facilities, etc., within, between and among networks, for the transmission and routing of telecommunications services.
- 1.26 **Local Access and Transport Area or LATA** - shall have the meaning as set forth in Section 3 (43) of the Act.
- 1.27 **Local Exchange Carrier (LEC)** - any company certified by the Commission to provide local exchange telecommunications service. This includes GTE.
- 1.28 **Local Exchange Routing Guide (LERG)** - the Bellcore reference customarily used to identify NPA-NXX routing and homing information, as well as network element and equipment designation.
- 1.29 **Local Traffic** - for purposes of compensation between the Parties, traffic that is originated by an end user customer of GTE and terminates to an end user customer of AirTouch within the same Major Trading Area ("MTA"). The MTA constitutes the local calling area for the purpose of compensation for the transport and termination of commercial mobile radio service ("CMRS") traffic, and the location of the end users at the time that the call is delivered constitutes the defining point as to whether a one way paging communication terminates within an MTA. Accordingly, if a call originates and terminates within the MTA, it would be subject to mutual compensation pursuant to Section 252(d)(2) of the Act with no intrastate toll and no intrastate access, but if the call originates or terminates in different states and is currently subject to interstate access charges, interstate access charges would apply. In addition, if the call originates or terminates outside the MTA, it would be subject to applicable interstate access charges.
- 1.30 **Main Distribution Frame (MDF)** - the distribution frame used to interconnect cable pairs and line trunk equipment terminating on a switching system.
- 1.31 **Meet-Point Billing (MPB)** - refers to an arrangement whereby two telecommunications carriers jointly provide the transport element of a switched access service to one of the telecommunications carriers' end office switches, with each telecommunications carrier receiving an appropriate share of the transport element revenues as defined by their effective access tariffs.
- 1.32 **Mid-Span Fiber Meet** - an interconnection architecture whereby two Telecommunications Carriers' fiber transmission facilities meet at a mutually agreed-upon IP.
- 1.33 **Multiple Exchange Carrier Access Billing (MECAB)** - refers to the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee ("CLC") of the Alliance for Telecommunications Industry Solutions ("ATIS"). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more telecommunications carriers or by one telecommunications carrier in two or more states within a single LATA.
- 1.34 **Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface (MECOD)** - a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee ("CLC") of the Alliance for Telecommunications Industry Solutions ("ATIS"). The MECOD document, published by Bellcore as Special Report SR-STS-002643, establishes methods for

processing orders for access service which is to be provided by two or more telecommunications carriers.

- 1.35 **North American Numbering Plan (NANP)** - the system of telephone numbering employed in the United States, Canada, and Caribbean countries.
- 1.36 **Numbering Plan Area (NPA)** - also sometimes referred to as an area code. This is the three digit indicator which is defined by the "A," "B," and "C" digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code" is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas. 800, 900, 700, and 888 are examples of Non-Geographic NPAs.
- 1.37 **NXX, NXX Code, Central Office Code or CO Code** - the three digit switch entity indicator which is defined by the "D," "E," and "F" digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.
- 1.38 **Point of Interconnection (POI)** - refers to the point defined in Article IV, Section 12.
- 1.39 **Provider** - refers to GTE or AirTouch depending on the context and which Party is providing the service to the other Party.
- 1.40 **Rate Center** - the specific geographic point (the "rating point") and corresponding geographic area that are associated with one or more particular NPA-NXX Codes that have been assigned to a Telecommunications Carrier for its provision of Telecommunications Services. The geographic point is identified by a specific Vertical and Horizontal (V&H) coordinate that is used by GTE to calculate distance-sensitive end user traffic to/from the particular NPA-NXXs associated with the specific Rate Center.
- 1.41 **Right-of-way (ROW)** - the right to use the land or other property of another party to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A ROW may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.
- 1.42 **Routing Point** - denotes a location that a Telecommunications Carrier has designated on its network as the homing (routing) point for traffic that terminates to such Telecommunications Carriers that bear a certain NPA-NXX designation. The Routing Point is used to calculate airline mileage for the distance-sensitive transport element charges of Switched Access Services. The Routing Point need not be the same as the rating point and need not be within the same rate center, but must be in the same LATA as the associated NPA-NXX.
- 1.43 **Service Control Point (SCP)** - the node in the signaling network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from the SSP, performs subscriber or application-specific service logic, and then sends instructions back to the SSP on how to continue call processing.

- 1.44 **Service Switching Point (SSP)** - a Signaling Point that can launch queries to databases and receive/interpret responses used to provide specific customer services.
- 1.45 **Signaling Point (SP)** - a node in the CCS network that originates and/or receives signaling messages, or transfers signaling messages from one signaling link to another, or both.
- 1.46 **Signaling System 7 (SS7)** - the signaling protocol, Version 7, of the CCS network, based upon American National Standards Institute ("ANSI") standards.
- 1.47 **Signal Transfer Point (STP)** - a packet switch in the CCS network that is used to route signaling messages among SSPs, SCPs and other STPs in order to set up calls and to query databases for advanced services. GTE's network includes mated pairs of local and regional STPs. STPs are provided in pairs for redundancy. GTE STPs conform to ANSI T1.111-8 standards.
- 1.48 **Subsidiary** - a corporation, partnership, joint venture, or limited liability company, or other legal entity whose majority voting interest is owned by a Party.
- 1.49 **Switched Access Service** - the offering of facilities for the purpose of the origination or termination of traffic to or from Exchange Service customers in a given area pursuant to a switched access tariff. Switched Access Services include: Feature Group A, Feature Group B, Feature Group C, Feature Group D, 800 access and 900 access services.
- 1.50 **Telecommunications Carrier** - a provider of Telecommunications Services.
- 1.51 **Telecommunications Services** - the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.
- 1.52 **Trunk Side** - refers to a central office switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity, for example, to another central office switch. Trunk side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.
- 1.53 **Undefined Terms** - terms that may appear in this Agreement which are not defined. Parties acknowledge and agree that any such terms shall be construed in accordance with relevant statutory or regulatory definitions and their customary usage in the telecommunications industry as of the effective date of this Agreement.
- 1.54 **Wire Center** - a building or space within a building that serves as an aggregation point on a LEC's network, where transmission facilities and circuits are connected or switched. "Wire center" can also denote a building in which one or more Central Offices, used for the provision of exchange services and access services, are located.

ARTICLE III
GENERAL PROVISIONS

1. Scope of General Provisions. Except as may otherwise be set forth in any other Article or Appendix of this Agreement, in which case the provisions of such Article or Appendix shall control, these General Provisions apply to all Articles and Appendices of this Agreement.

2. Term and Termination.
 - 2.1 Term. Subject to the termination provisions contained in this Agreement, the term of this Agreement shall be two (2) years from the effective date referenced in the first paragraph of this Agreement and shall remain in effect thereafter until terminated. The Agreement may be terminated upon 160 days advance written notice at any time after 90 days prior to the second anniversary of the Agreement. During such termination notice period, the Parties shall negotiate in good faith to reach a revised agreement during the notice period. If no new agreement is reached, the Agreement will terminate on the 161st day after notice, unless either Party has requested arbitration by the Commission, in which case the terms of the agreement after the 161st day shall be governed by the outcome of the arbitration.

 - 2.2 Post-Termination Arrangements. Except in the case of termination as a result of either Party's default or a termination under Section 2.4 hereunder, any service arrangements made available under this Agreement and existing at the time of termination, those arrangements may continue without interruption under:
 - (a) A new agreement voluntarily executed by the Parties;
 - (b) a Party's generally available standard terms and conditions approved and made generally effective by the Commission, if any;
 - (c) tariff terms and conditions made generally available to other Telecommunications Carriers;
 - (d) the terms specified by the Commission pursuant to arbitration; or
 - (e) other terms under Section 252(i) of the Act.

 - 2.3 Termination Upon Default. Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party; *provided however*, that the non-defaulting Party notifies the defaulting party in writing of the alleged default with reasonable specificity and that the defaulting Party does not cure the alleged default within sixty (60) calendar days of receipt of written notice thereof. Default is defined to include:
 - (a) A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party which are not dismissed within 60 days of filing; or
 - (b) A Party's refusal or failure in any material respect properly to perform its obligations under this Agreement, or the violation any of the material terms or conditions of this Agreement.

 - 2.4 Termination Upon Sale. Notwithstanding anything to the contrary contained herein, a Party may terminate this Agreement as to a specific operating area or portion thereof of

such Party if such Party sells or otherwise transfers or ceases to provide services to the area or portion thereof. The Party shall provide the other Party with at least ninety (90) calendar days' prior written notice of such termination, which shall be effective on the date specified in the notice. Notwithstanding termination of this Agreement as to a specific operating area, this Agreement shall remain in full force and effect in the remaining operating areas.

2.5 Liability upon Termination. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination or from any liability that accrues to the benefit of the other Party as a result of such termination.

3. Amendments. Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "this Agreement" shall include any and all future amendments, modifications, and supplements.

4. Assignment. Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party shall be void, except that either Party may assign any or all of its rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is, or that was immediately preceding such assignment, a Subsidiary or Affiliate of that Party without consent, but with written notification. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party.

5. Authority. Each person whose signature appears on this Agreement represents and warrants that he or she is duly authorized by such Party and has all necessary authority to bind the Party on whose behalf he or she has executed this Agreement.

6. Responsibility for Payment. All charges for Services provided under this Agreement will include any applicable taxes and surcharges. GTE may charge AirTouch and Airtouch will pay GTE a deposit before GTE is required to perform under this agreement. Each Party is responsible for payment of all undisputed charges billed regardless of any billing arrangements or situation between the billed party and its end user customer.

7. Billing and Payment. Except as provided elsewhere in this Agreement and where applicable, in conformance with MECAB and MECOD guidelines, AirTouch and GTE agree to exchange all information to accurately, reliably, and properly order and bill for features, functions and services rendered under this Agreement.

7.1 Dispute. If one Party disputes a billing statement issued by the other Party, the billed Party shall notify the other Party in writing regarding the nature and the basis of the dispute within six (6) months of the statement date or the dispute shall be waived. The Parties shall diligently work toward resolution of all billing issues.

7.2 Late Payment Charge. If any undisputed amount due on the billing statement is not received on the payment due date, a Party may charge, and the other Party agrees to pay, at the billing Party's option, interest on the past due balance at a rate equal to the lesser of the interest rates set forth in any applicable state or federal tariff or one and one-half percent (1 1/2%) per month or the maximum nonusurious rate of interest under applicable law. Late payment charges shall be included on the next statement.

7.3 Due Date. Payment is due 30 calendar days from the bill date.

- 7.4 **Audits.** Either Party may conduct an audit of the other Party's books and records pertaining to the Services provided under this Agreement, no more frequently than once per twelve (12) month period, to evaluate the other Party's accuracy of billing, data and invoicing in accordance with this Agreement. Any audit shall be performed as follows: (i) following at least thirty (30) Business Days' prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations; (vi) in compliance with the audited Party's security rules; and (vii) by a Party independent from the requesting Party who will have signed a reasonable non-disclosure agreement.
8. **Binding Effect.** This Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.
9. **Compliance with Laws and Regulations.** Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.
10. **Confidential Information.**
- 10.1 **Identification.** Either Party may disclose to the other proprietary or confidential customer, technical, or business information in written, graphic, oral or other tangible or intangible forms ("Confidential Information"). In order for information to be considered Confidential Information under this Agreement, it must be marked "Confidential" or "Proprietary," or bear a marking of similar import. Orally or visually disclosed information shall be deemed Confidential Information only if contemporaneously identified as such and reduced to writing and delivered to the other Party with a statement or marking of confidentiality within ten (10) calendar days after oral or visual disclosure.
- Notwithstanding the foregoing, preorders and all orders for Services or network elements placed by AirTouch pursuant to this Agreement, and information that would constitute customer proprietary network information of AirTouch end user customers pursuant to the Act and the rules and regulations of the FCC, as well as recorded usage information with respect to AirTouch end users, whether disclosed by AirTouch to GTE or otherwise acquired by GTE in the course of its performance under this Agreement, and where GTE is the NANP Number Plan Administrator, AirTouch information submitted to GTE in connection with such responsibilities shall be deemed Confidential Information of AirTouch for all purposes under this Agreement whether or not specifically marked or designated as confidential or proprietary.
- 10.2 **Handling.** In order to protect such Confidential Information from improper disclosure, each Party agrees:
- (a) That all Confidential Information shall be and shall remain the exclusive property of the provider.
 - (b) To limit access to such Confidential Information to authorized employees who have a need to know the Confidential Information for performance of this Agreement and GTE shall not disclose any AirTouch confidential information to any person who works with or for any division, affiliate, or subsidiary of GTE that provides services competitive with those provided by AirTouch;
 - (c) To keep such Confidential Information confidential and to use the higher of: (i) reasonable care or (ii) the same level of care to prevent disclosure or

unauthorized use of the received Confidential Information as it exercises in protecting its own Confidential Information of a similar nature;

- (d) Not to copy, publish, or disclose such Confidential Information to others or authorize anyone else to copy, publish, or disclose such Confidential Information to others without the prior written approval of the source;
 - (e) To return or destroy promptly any copies of such Confidential Information to the source at its request; and
 - (f) To use such Confidential Information only for purposes of fulfilling work or services performed hereunder and for other purposes only upon such terms as may be agreed upon between the Parties in writing.
- 10.3 Exceptions. These obligations shall not apply to any Confidential Information that was legally in the recipient's possession prior to receipt from the source, was received in good faith from a third party not subject to a confidential obligation to the source, now is or later becomes publicly known through no breach of confidential obligation by the recipient, was developed by the recipient without the developing persons having access to any of the Confidential Information received in confidence from the source, or that is required to be disclosed pursuant to subpoena or other process issued by a court or administrative agency having appropriate jurisdiction; provided, however, that the recipient shall give prior notice to the source and shall reasonably cooperate if the source deems it necessary to seek protective arrangements.
- 10.4 Survival. The obligation of confidentiality and use with respect to Confidential Information disclosed by one Party to the other shall survive any termination of this Agreement for a period of three (3) years from the date of the initial disclosure of the Confidential Information.
11. Consent. Where consent, approval, or mutual agreement is required of a Party, it shall not be unreasonably withheld or delayed.
12. Cooperation on Fraud Minimization. AirTouch assumes responsibility for all fraud associated with its end user customers and accounts. Except as set forth below, GTE shall bear no responsibility for, nor is it required to investigate or make adjustments to AirTouch's account in cases of fraud unless its employees engaged in willful misconduct. GTE will not issue calling cards, or connect GTE originated collect calls charged to AirTouch end-user numbers. GTE will cooperate in investigating fraud when blocks of 100 numbers within GTE's NXX are used.
13. Dispute Resolution.
- 13.1 Alternative to Litigation. Except as otherwise expressly provided herein or provided under Section 252 of the Act with respect to the approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedures as their sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach.
 - 13.2 Negotiations. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that these negotiations be

conducted by principals or employees of the Party with knowledge of the business, not by outside counsel. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.

- 13.3 Arbitration. If the negotiations do not resolve the dispute within sixty (60) Calendar Days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator who is not an employee, agent, contractor, director or ex-employee of a Party but who is knowledgeable about the industry pursuant to the Commercial Arbitration Rules of the American Arbitration Association except that the Parties may select an arbitrator outside American Arbitration Association rules upon mutual agreement. A Party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each Party may submit in writing to a Party, and that Party shall so respond to, a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each Party is also entitled to take the oral deposition of one individual of another Party. Additional discovery may be permitted upon mutual written agreement of the Parties. The arbitration hearing shall be commenced within sixty (60) Calendar Days of the demand for arbitration. The arbitration shall be held in a mutually agreeable city. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) Business Days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.
- 13.4 Expedited Arbitration Procedures. If the issue to be resolved through the negotiations referenced in Section 13.2 directly and materially affects service to either Party's end user customers, then the period of resolution of the dispute through negotiations before the dispute is to be submitted to binding arbitration shall be five (5) Business Days. Once such a service affecting dispute is submitted to arbitration, the arbitration shall be conducted pursuant to the expedited procedures rules of the Commercial Arbitration Rules of the American Arbitration Association (i.e., rules 53 through 57).
- 13.5 Costs. Each Party shall bear its own costs of these procedures. The Parties shall equally split the fees of the arbitration and the arbitrator.
- 13.6 Continuous Service. The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their obligations in accordance with this Agreement.
14. Entire Agreement This Agreement constitutes the entire agreement of the Parties pertaining to the interconnection of the Parties' networks for the termination of one way paging communications by GTE to AirTouch on or after the date of this Agreement in the State and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all

contemporaneous with negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

15. Expenses. Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.
16. Force Majeure. In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or likes acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); *provided however*, that the Party so affected shall use diligent efforts to avoid or remove such causes of nonperformance and both Parties shall proceed whenever such causes are removed or cease.
17. Good Faith and Fair Dealing. In the performance of their obligations under this Agreement, the Parties shall act in good faith. In situations in which notice, consent, approval or similar action by a Party is permitted or required by any provision of this Agreement, such action shall not be unreasonably delayed, withheld or conditioned.
18. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State and shall be subject to the exclusive jurisdiction of the courts therein, excluding its conflict of law provisions thereof.
19. (Reserved for Future Use).
20. Headings. The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.
21. Independent Contractor Relationship.

21.1 Independent Contractor. The persons provided by each Party shall be solely that Party's employees and shall be under the sole and exclusive direction and control of that Party. They shall not be considered employees or agents of the other Party for any purpose. Each Party shall remain an independent contractor with respect to the other and shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions and payment of wages. Each Party shall also be responsible for payment of taxes, including federal, state and municipal taxes, chargeable or assessed with respect to its employees, such as Social Security, unemployment, workers' compensation, disability insurance, and federal and state withholding. Each Party shall indemnify the other for any loss, damage, liability, claim, demand, or penalty that may be sustained by reason of its failure to comply with this provision.

22. Law Enforcement Interface.

- 22.1 Except to the extent not available in connection with GTE's operation of its own business, GTE shall provide seven day a week/twenty-four hour a day assistance to law enforcement persons for emergency taps, assistance involving emergency traces and emergency information retrieval on customer invoked CLASS services, including, without limitation, call traces requested by AirTouch.
- 22.2 GTE agrees to work jointly with AirTouch in security matters to support law enforcement agency requirements for taps, traces, court orders, etc. Charges for providing such services for AirTouch customers will be non-discriminatory and billed to AirTouch.
- 22.3 GTE will, in non emergency situations, inform the requesting law enforcement agencies that the end-user to be wire tapped, traced, etc. is an AirTouch Customer and shall refer them to AirTouch.
- 22.4 The Parties shall establish a separate contract or authorization agreement specific to the Nuisance Call Bureau (NCB) and Security Control Center (SCC) for procedures which will be in compliance with applicable state and federal laws.

23. Liability and Indemnity.

- 23.1 Indemnification. Subject to the limitations set forth in Section 23.4 of this Article III, each Party agrees to release, indemnify, defend, and hold harmless the other Party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, ("Liability") including, but not limited to, costs and attorney's fees, whether suffered, made, instituted, or asserted by any other party or person, for invasion of privacy, personal injury to or death of any person or persons, or for losses, damages, or destruction of property, whether or not owned by others, proximately caused by the indemnifying Party's negligence or willful misconduct, regardless of form of action, but in no event shall a Party be required to indemnify, defend or hold a party harmless for Liabilities resulting from, or in connection with, or arising out of, the indemnified Party's own negligence or willful misconduct. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Section and to cooperate at the indemnifying Party's sole cost and expense in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof so long as any such defense or settlement does not result in any liability to the indemnified Party. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party or any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.
- 23.2 End User and Content-Related Claims. Each Party agrees to release, indemnify, defend, and hold harmless the other Party, its affiliates, and any Third Party provider or operator of facilities involved in the provision of Services or Facilities under this Agreement (collectively, the "Indemnified Party") from all losses, claims, demands, damages, expenses, suits, or other actions, or any Liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by either Party's end users against an Indemnified Party arising from Services or Facilities but in no event shall

a Party be required to indemnify, defend, or hold an Indemnified Party harmless for Liabilities resulting from, or in connection with, or arising out of the Indemnified Party's own negligence or willful misconduct. Each Party further agrees to release, indemnify, defend, and hold harmless the Indemnified Party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by any third party against an Indemnified Party arising from or in any way related to actual or alleged defamation, libel, slander, interference with or misappropriation of proprietary or creative right, or any other injury to any person or property arising out of content transmitted by the Indemnified Party or such Party's end users, or any other act or omission of the Indemnified Party or such Party's end users but in no event shall a Party be required to indemnify, defend, or hold an Indemnified Party harmless for Liabilities resulting from, or in connection with, or arising out of the Indemnified Party's own negligence or willful misconduct.

- 23.3 **DISCLAIMER.** EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES TO CUSTOMER CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES OR FACILITIES PROVIDED UNDER THIS AGREEMENT. PROVIDER DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.
- 23.4 **Limitation of Liability.** Except for willful misconduct, each Party's liability, whether in contract, tort or otherwise, shall be limited to its direct damages, which shall not exceed the monthly charges for the Services or facilities for the month during which the claim of liability arose. Under no circumstance shall either Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or any accessories attached thereto, delay, error, or loss of data. Should either Party provide advice, make recommendations, or supply other analysis related to the Services or facilities described in this Agreement, this limitation of liability shall apply to provision of such advice, recommendations, and analysis.
- 23.5 **Intellectual Property.** Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by either Party under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party.
24. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.
25. **No Offer.** This Agreement will be effective only upon execution and delivery by both Parties and approval by the Commission in accordance with Section 252 of the Act.
26. **No Third Party Beneficiaries.** Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

27. Notices. Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally, on the date receipt is acknowledged in writing by the recipient if delivered by regular U.S. mail, or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Upon prior immediate oral agreement of the parties' designated recipients identified below, notice may also be provided by facsimile, Internet or electronic messaging system, which shall be effective if sent before 5:00 p.m. on that day, or if sent after 5:00 p.m. it will be effective on the next Business Day following the date sent. Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable address indicated below or such address as the Party to be notified has designated by giving notice in compliance with this section:

If to GTE: GTE Florida Incorporated
Attention: Director - Contract Compliance
Network Services
600 Hidden Ridge - HQE03D52
Irving, TX 75038
Facsimile number: (972) 719-1519

Copy To: GTE Network Services
Attention: Thomas R. Parker
AVP & Associate General Counsel
600 Hidden Ridge - HQE03J43
Irving, TX 75038
Facsimile number: (972) 718-1250

If to AirTouch : AirTouch
Attention: V.P. Technical Operations
Three Forest Plaza
12221 Merit Drive
Dallas, TX 75251
Telephone number: (972) 860-3200
Facsimile number: (972) 788-4763

Copy To: AirTouch
Attention: Legal Department
Three Forest Plaza
12221 Merit Drive
Dallas, TX 75251
Facsimile number: (972) 860-3552

28. Protection.

- 28.1 Impairment of Service. The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to their plant, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities or create hazards to the employees of either Party or to the public (each hereinafter referred to as an "Impairment of Service").

- 28.2 **Resolution.** If either Party causes an impairment in Service, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify in writing the Party causing the impairment of Service (the "Impairing Party") of the nature and location of the problem and that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, then the Impaired Party may at its option temporarily discontinue the use of the affected circuit, facility or equipment.
29. **Publicity.** Except for such public disclosure as is reasonable and necessary to have this Agreement submitted to and approved by the Commission, any news release, public announcement, advertising, or any form of publicity pertaining to this Agreement, provision of Services or Facilities pursuant to it, or association of the Parties with respect to provision of the services described in this Agreement shall be subject to prior written approval of both GTE and AirTouch which approval may be withheld in a Party's sole discretion.
30. **Regulatory Agency Control.** This Agreement shall at all times be subject to changes, modifications, orders, and rulings by the FCC and/or the applicable Commission to the extent that such actions create rights and/or obligations that the Parties are not empowered to alter by a voluntary agreement entered into pursuant to Section 252(a)(1) of the Act.
31. **Changes in Legal Requirements.** GTE and AirTouch further agree that the terms and conditions of this Agreement were composed as a compromise of the Parties' differing views concerning the legal requirements in effect at the time the Agreement was produced. Except as provided in section 30 and 39 of this Article, clarification or modifications to those requirements will not be deemed to automatically supersede any terms and conditions of this Agreement.
32. **Effective Date.** If this Agreement or changes or modifications thereto are subject to approval of a regulatory agency, the "effective date" of this Agreement for such purposes will be ten (10) Business Days after such approval or in the event this Agreement is developed in whole or in part through arbitration, sixty (60) Business Days after such approval. Such date (i.e., ten (10) or, if arbitrated, sixty (60) Business Days after the approval) shall become the "effective date" of this Agreement for all purposes.
33. **Regulatory Matters.** Each Party shall be responsible for obtaining and keeping in effect all their own FCC, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement.
34. **Rule of Construction.** No rule of construction requiring interpretation against the drafting party hereof shall apply in the interpretation of this Agreement.
35. **Section References.** Except as otherwise specified, references within an Article of this Agreement to a Section refer to Sections within that same Article.
36. **Service Standards.**
- 36.1 The Parties will provide facilities and services to each other under this Agreement in compliance with the nondiscrimination requirements of the Act. Services, facilities and numbers (to the extent provided by either Party pursuant to this Agreement) shall be provisioned in time frames and at costs no less favorable than those charged for comparable facilities or numbers to (i) other telecommunications carriers, and (ii) the Provider's own affiliates or subsidiaries.

- 36.2 The Parties will alert each other to any network events that can result or have resulted in service interruption, blocked calls, and/or changes in network performance.
- 36.3 Subject to the terms of this Agreement, AirTouch will be allowed to retain all existing facilities without unilateral reconfiguration by GTE and to add new facilities to provide a reasonably projected grade of service at the better of (i) P.01 or (ii) the grade of service GTE provides its affiliates or subsidiaries.
37. Severability. If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results, in the reasonable opinion of either Party, in a material change to this Agreement. If a material change as described in this paragraph occurs as a result of action by a court or regulatory agency, the Parties shall negotiate in good faith for replacement language that will preserve the economic terms and intent. If replacement language cannot be agreed upon within a reasonable period, either Party may terminate this Agreement without penalty or liability for such termination upon written notice to the other Party.
38. Subcontractors. Provider may enter into subcontracts with third parties or affiliates for the performance of any of Provider's duties or obligations under this Agreement.
39. Subsequent Law. The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, or regulations that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, or regulation, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, or regulation.
40. Taxes. Any state or local excise, sales, or use taxes (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party. The collecting Party shall charge and collect from the obligated Party, and the obligated Party agrees to pay to the collecting Party, all applicable taxes, except to the extent that the obligated Party notifies the collecting Party and provides to the collecting Party appropriate documentation as is reasonably required to qualify the obligated Party for a full or partial exemption. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The obligated Party may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The collecting Party shall cooperate in any such contest by the other Party. The other Party will indemnify the collecting Party from any sales or use taxes that may be subsequently levied on payments by the other Party by the collecting Party.
- 40.1 Tax - A charge which is statutorily imposed by the state or local jurisdiction and is either (a) imposed on the seller with the seller having the right or responsibility to pass the charge(s) on to the purchaser and the seller is responsible for remitting the charge(s) to the state or local jurisdiction or (b) imposed on the purchaser with the seller having an obligation to collect the charge(s) from the purchaser and remit the charge(s) to the state or local jurisdiction.

Taxes shall include but not be limited to: federal excise tax, state/local sales and use tax, state/local utility user tax, state/local telecommunication excise tax, state/local gross receipts tax, and local school taxes. Taxes shall not include income, income-like, gross receipts on the revenue of a provider, or property taxes. Taxes shall not include payroll withholding taxes unless specifically required by statute or ordinance.

- 40.2 Fees/Regulatory Surcharges - A charge imposed by a regulatory authority, other agency, or resulting from a contractual obligation, in which the seller is responsible or required to collect the fee/surcharge from the purchaser and the seller is responsible for remitting the charge to the regulatory authority, other agency, or contracting party.

Fees/Regulatory Surcharges shall include but not be limited to E911/911, E311/311, franchise fees, Lifeline, hearing impaired, and Commission surcharges.

41. Trademarks and Trade Names. Except as specifically set out in this Agreement, nothing in this Agreement shall 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.
42. Waiver. The failure of either Party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to it under this Agreement, shall not be construed as a waiver of such provision or any provisions of this Agreement, and the same shall continue in full force and effect.
43. Section 252(n) Election. Notwithstanding any provision in this Agreement that might be construed to the contrary, GTE shall allow AirTouch to elect terms other than those set forth in this Agreement to the extent required by Section 252 of the Act, final regulations thereunder and relevant court decisions.

ARTICLE IV
INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC

1. Services Covered by This Article.

- 1.1 Types of Services. This Article governs the provision of internetwork facilities, meet point billing by GTE to AirTouch and the transport and termination of local traffic between GTE and AirTouch. The services and facilities described in this Article shall be referred to in this Article IV as the "Services."
- 1.2 Service Locations for Interconnection Services and Facilities. Appendix A, Service Matrix, attached to this Agreement and made a part hereof, sets forth the services and each location in the State where a service shall be provided (the "Service Locations") and the IP and POI for such services. The Parties shall update Appendix A whenever a new service or a new Service Location is added to this Agreement.

2. Billing and Rates.

- 2.1 Rates and Charges. Customer agrees to pay to Provider the rates and charges for the Services set forth in the applicable appendices to this Agreement. The rates and charges are set forth in Appendix B attached to this Agreement and made a part hereof.
- 2.2 Billing. Provider shall render to Customer a bill for interconnection services on a current basis. Charges for physical facilities and other non-usage sensitive charges shall be billed in advance, except for charges and credits associated with the initial or final bills. Usage sensitive charges shall be billed in arrears. AirTouch is required to order trunks pursuant to Section 4.3.2 of this Article. Charges for traffic that has been routed over a jurisdictionally inappropriate trunk group (e.g., local traffic carried over trunks used for Switched Access Traffic) may be adjusted to reflect the appropriate compensation arrangement and may be handled as a post-billing adjustment to bills rendered.

3. Transport and Termination of Traffic.

- 3.1 Traffic to be Exchanged. AirTouch will terminate Local Traffic originating on or transiting GTE's network utilizing either direct or indirect network interconnections as provided in this Article IV. This Agreement is specifically limited to traffic of GTE end user customers for which GTE has tariff authority to carry and transiting traffic for which GTE has an agreement to carry. This Agreement is specifically limited to traffic terminating to AirTouch end user customers to which AirTouch provides one way paging service.
- 3.2 Compensation for Traffic
- 3.2.1 Compensation for Traffic. GTE shall compensate AirTouch for the termination of Local Traffic in accordance with Appendix B attached to this Agreement and a part hereof.

4. Direct Network Interconnection.

- 4.1 Network Interconnection Architecture. Where the Parties desire to interconnect their networks, interconnection will be a special access arrangement terminating at a GTE access tandem or GTE end office subject to the rates, terms, and conditions contained in

GTE's applicable tariffs. The POIs shall be set forth in Appendix A attached to this Agreement and made a part hereof.

4.2 Compensation. The Parties agree to the following compensation for Internetwork Facilities.

4.2.1 Special Access: GTE will charge special access rates from the applicable GTE tariff as indicated on the appropriate Service Attachment.

4.3 Trunking Requirements.

4.3.1 AirTouch shall make available to GTE trunks over which GTE shall terminate to end users of AirTouch traffic originated from end users of GTE-provided Exchange Service, or transiting the GTE network to AirTouch.

4.3.2 AirTouch and GTE shall, where applicable, make available, by mutual agreement, the required trunk groups to handle different traffic types. AirTouch and GTE will support the provisioning of trunk groups that carry combined or separate Local Traffic and IntraLATA toll and optional EAS traffic. GTE requires separate trunk groups from AirTouch to terminate interLATA calls and to provide Switched Access Service to IXCs. To the extent AirTouch desires to have any Interexchange Carriers (IXC) terminate switched access traffic to AirTouch, using jointly provided switched access facilities routed through a GTE access tandem, it is the responsibility of AirTouch to arrange for such IXC to issue an ASR to GTE to direct GTE to route the traffic. If GTE does not receive an ASR from the IXC, GTE will initially route the switched access traffic between the IXC and AirTouch. If the IXC subsequently indicates that it does not want the traffic routed to or from AirTouch, GTE will not route the traffic.

4.3.2.1 Each Party agrees to route traffic only over the proper jurisdictional trunk group.

4.3.2.2 Each Party shall only deliver traffic over the local interconnection trunk groups to the other Party's access tandem for those publicly-dialable NXX Codes served by end offices that directly subtend the access tandem or to those wireless service providers that directly subtend the access tandem.

4.3.2.3 Neither Party shall route Switched Access Service traffic over local interconnection trunks, or local traffic over Switched Access Service trunks.

4.3.3 Trunk connections shall be made at a voice grade DS-0, DS-1 or multiple DS-1 level, DS-3, (SONET where technically available) and shall be jointly-engineered to an objective P.01 grade of service or the same grade of service GTE provides to its affiliate or subsidiaries, whichever is better.

4.3.4 Signaling System 7 (SS7) Common Channel Signaling will be used to the extent that such technology is available. SS7 Common Channel Signaling will be used to the extent that such technology is available. If SS7 is not available, Multifrequency Signaling (MF) will be used as specified.

- 4.3.5 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request (ASR), or another industry standard eventually adopted to replace the ASR for local service ordering.
- 4.4 Network Redesigns Initiated by GTE. GTE will not unilaterally reconfigure Internetwork Facilities connecting the Parties' networks. Subject to the foregoing, GTE will not charge AirTouch when GTE initiates its own network redesigns/reconfigurations.
- 4.5 Interconnection Calling and Called Scopes for the Access Tandem Interconnection and the End Office Interconnection.
- 4.5.1 GTE Access Tandem Interconnection calling scope (originating and terminating) is to those GTE end offices which subtend the GTE access tandem to which the connection is made.
- 4.5.2 GTE End Office Interconnection calling scope (originating and terminating) is only to the end office and its remotes to which the connection is made.
5. Indirect Network Interconnection. Under this Agreement, GTE will not deliver traffic to NPA-NXX's rated in GTE's service area destined to terminate to AirTouch via another LEC's end office. In addition, GTE will not deliver traffic to NPA-NXX's rated in GTE's service area destined to terminate to AirTouch via an access tandem other than the access tandem which the originating GTE end office subtends. GTE will deliver traffic destined to terminate to AirTouch via another LEC's tandem provided that the Parties have established compensation agreement(s) specific to this arrangement.
6. Number Resources.
- 6.1 Number Assignment. Nothing in this Agreement shall be construed to, in any manner, limit or otherwise adversely impact AirTouch's right to employ or to request and be assigned any NANP number resources including, but not limited to, Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines. Any request for numbering resources by AirTouch shall be made directly to the NANP Number Plan Administrator. Except with respect to those areas in which GTE is the NANP Number Plan Administrator, GTE shall not be responsible for the requesting or assignment of number resources to AirTouch. The Parties agree that disputes arising from numbering assignment shall be arbitrated by the NANP Number Plan Administrator. AirTouch shall not request number resources to be assigned to any GTE switching entity.
- 6.1.1 Each Party shall be responsible for notifying its customers of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs or new NXX codes. Each Party is responsible for administering NXX codes assigned to it.
- 6.1.2 Provided that full NXX codes are available, AirTouch shall order all new telephone numbers on a full NXX basis from the NANP Number Plan Administrator and AirTouch shall interconnect at the GTE tandem serving the Rate Center for such NXX code.
- 6.2 Blocks of 100 Numbers Assignment. Except as provided in Section 6.1.2 of this Article, AirTouch a one-way paging or narrowband PCS carrier, may elect to associate a GTE end office interconnection with telephone number groups from the same GTE end office at which the interconnection is established. Blocks of 100 numbers will be provided by GTE to AirTouch as available from the NXX codes of that GTE end office. GTE will charge and

AirTouch agrees to pay to GTE the nonrecurring charge per block of 100 numbers as indicated on Appendix B and the applicable Service Attachment, or such other charge as may be specified by GTE in its then current tariff. This interconnection arrangement will be established as a one-way trunk only used to carry traffic terminating to end user customers of AirTouch. SS7 signaling is not available with this GTE end office interconnection arrangement. GTE will charge and AirTouch agrees to pay the percentage of the GTE special access rates from the applicable GTE tariff as indicated on the appropriate Service Attachment. GTE shall compensate AirTouch for the termination of Local Traffic as indicated on Appendix B.

- 6.3 Rate Centers. For purposes of compensation between the Parties and the ability of GTE to appropriately apply its toll tariff to its end user customers, AirTouch shall select a Rate Center for each NXX that is located within the serving area of the tandem to which AirTouch interconnects. Until such time as the assignment of less than whole NPA-NXX codes to each Rate Center is technically and economically feasible, AirTouch shall assign whole NPA-NXX codes to each Rate Center.
- 6.4 Routing Points. AirTouch will also designate a Routing Point for each assigned NXX code. AirTouch may designate one of its switch locations as the Routing Point for each NPA-NXX assigned to AirTouch.
- 6.5 Code and Numbers Administration. The Parties will comply with code administration requirements as prescribed by the FCC, the Commission, and accepted industry guidelines. Where GTE is the NANP Number Plan Administrator, GTE will administer number resources, and charge for such administration in accord with applicable rules and regulations. GTE will administer numbering resources in a competitively neutral manner, and process requests for NXX codes in a timely manner and in accord with industry standards and at the intervals and with the same service level as GTE provides to itself or its affiliates or subsidiaries. The Parties shall protect AirTouch proprietary information that may be submitted to GTE in connection with GTE's responsibilities as NANP Number Plan Administrator in accordance with Article III, Section 10 of this Agreement.
- 6.6 Programming Switches. It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the Local Exchange Routing Guide ("LERG") guidelines to recognize and route traffic to the other Party's assigned NXX codes. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.
7. Meet-Point Billing - If, and only to the extent, the Parties jointly provide Switched Access Services to IXC's, the following provisions apply:
- 7.1 Meet-Point Arrangements.
- 7.1.1 The Parties may mutually establish Meet-Point Billing ("MPB") arrangements in order to provide Switched Access Services to Access Service customers via a GTE access tandem in accordance with the MPB guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents.
- 7.1.2 Except in instances of capacity limitations, GTE shall permit and enable AirTouch to sub-tend the GTE access tandem(s) nearest to the AirTouch Rating Point(s) associated with the NPA-NXX(s) to/from which the Switched Access Services are homed. In instances of capacity limitation at a given access tandem, AirTouch

shall be used to subserve the next-nearest GTE access tandem in which sufficient capacity is available.

- 7.1.3 Interconnection for the MPB arrangement shall occur at the "IP."
- 7.1.4 Common Channel Signaling shall be utilized in conjunction with MPB arrangements to the extent such signaling is resident in the GTE access tandem switch.
- 7.1.5 AirTouch and GTE will use diligent efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.
- 7.1.6 As detailed in the MECAB document, AirTouch and GTE will, in a timely fashion, exchange all information necessary to accurately, reliably and promptly bill Access Service customers for Switched Access Services traffic jointly handled by AirTouch and GTE via the meet-point arrangement. Information shall be exchanged in Electronic Message Record ("EMR") format, on magnetic tape or via a mutually acceptable electronic file transfer protocol.
- 7.1.7 AirTouch and GTE shall work cooperatively to coordinate rendering of Meet-Point bills to customers, and shall reciprocally provide each other usage data and related information at the appropriate charge.

7.2 Compensation.

- 7.2.1 Initially, billing to Access Service customers for the Switched Access Services jointly provided by AirTouch and GTE via the MPB arrangement shall be according to the multiple-bill method as described in the MECAB guidelines. This means each Party will bill the portion of service they provided at their appropriate tariff, or price list.
- 7.2.2 Subsequently, AirTouch and GTE may mutually agree to implement one of the following options for billing to third parties for the Switched Access Services jointly provided by AirTouch and GTE via the MPB arrangement: single bill/single tariff method, single bill/multiple tariff method, or to continue the multiple bill method. Should either Party prefer to change among these billing methods, that Party shall notify the other Party of such a request in writing, ninety (90) Business in advance of when which such change is desired to be implemented. Such changes then may be made in accordance with MECAB guidelines and if the Parties mutually agree, the change will be made.

8. Common Channel Signaling.

- 8.1 Service Description. When technically and economically feasible and where available, Common Channel Signaling ("CCS") via Signaling System 7 ("SS7") network interconnection, will be provided, in the manner specified in FCC Order 95-187, in conjunction with all traffic exchange trunk groups. SS7 signaling and transport services shall be provided by GTE in accordance with the terms and conditions of this Section 8 of this Article and is available under separate agreement. The Parties will cooperate on the exchange of all appropriate SS7 messages for local and intraLATA call set-up signaling, including ISUP and Transaction Capabilities Application Part ("TCAP") messages to

facilitate full interoperability of all CLASS Features and functions between their respective networks. Any other SS7 message services to be provided using TCAP messages (such as data base queries) will be jointly negotiated and agreed upon.

- 8.2 Signaling Parameters. All SS7 signaling parameters will be provided in conjunction with traffic exchange trunk groups, where and as available. These parameters include Automatic Number Identification ("ANI"), Calling Party Number ("CPN"), Privacy Indicator, calling party category information, originating line information, charge number, etc. Also included are all parameters relating to network signaling information, such as Carrier Information Parameter ("CIP"), wherever such information is needed for call routing or billing. GTE will provide SS7 via GR-394-SS7 and/or GR-317-SS7 format(s).
- 8.3 Privacy Indicators. Each Party will honor all privacy indicators as required under applicable law.
- 8.4 Connection Through STP. AirTouch must interconnect with the GTE STP(s) serving the LATA in which the traffic exchange trunk groups are interconnected. Additionally, all interconnection to GTE's 800/888 database and GTE's LIDB shall, consistent with this section take place only through appropriate STP pairs.
- 8.5 Third Party Signaling Providers. AirTouch may choose a Third Party SS7 signaling provider to transport messages to and from the GTE SS7 network. In that event, that Third Party provider must present a letter of agency to GTE, prior to the testing of the interconnection, authorizing the third party to act on behalf of AirTouch in transporting SS7 messages to and from GTE. The Third Party provider must interconnect with the GTE STP(s) serving the LATA in which the traffic exchange trunk groups are interconnected.
- 8.6 Multi-Frequency Signaling. In the case where CCS is not available, in band Multi-Frequency ("MF"), wink start, E & M channel associated signaling with ANI will be provided by the Parties. Network signaling information, such as CIC/QZZ, will be provided wherever such information is needed for call routing or billing.
9. Service Quality and Performance. Each Party shall provide Services under this Article to the other Party that are equal in quality to that the Party provides to itself, its Affiliates or any other entity in accordance with the nondiscrimination requirements of the Act.
10. Network Outages. GTE shall work with AirTouch to establish reciprocal responsibilities for managing network outages and reporting. Each party shall be responsible for network outage as a result of termination of its equipment in GTE wire center or access tandem. AirTouch shall be responsible for notifying GTE of significant outages which could impact or degrade GTE switches and services.
11. Transition and Implementation. The Parties acknowledge that there may be certain instances in which existing arrangements between the Parties are not in accordance with the requirements of this Agreement. Existing interconnection arrangements that are not in compliance with the requirements of this Agreement shall not fall under the scope of this Agreement until they are brought into compliance with the requirements of this Agreement provided, however, that the facilities discount set forth in Section 12 shall apply from the effective date hereof to all existing facilities. The Parties agree to use their best efforts to bring all interconnection arrangements into compliance with the terms and conditions of this Agreement within six (6) months of the effective date of this Agreement. At the end of the six (6) months, such interconnection arrangements not in compliance with the requirements of this Agreement, will be subject to the rates, terms, and

conditions of the applicable GTE tariff for the services provided, including, but not limited to, DID service and number groups.

12. Facilities Charges

12.1 Point of Interconnection. The POI between GTE's and AirTouch's networks shall be located within the MTA at: (i) the closer of 90 miles or the GTE service territory boundary when Air Touch's switch is located outside GTE's service territory, or (ii) 90 airline miles from the GTE office or tandem where the facility is connected when AirTouch's switch is located within GTE's service territory and more than 90 airline miles from the GTE office or GTE tandem where the facility is connected, or (iii) the AirTouch switch when the AirTouch switch is located within GTE's service territory and less than 90 airline miles from the GTE office or GTE tandem where the facility is connected.

12.2 AirTouch Portion of Facility Charges. AirTouch will pay 30% of the GTE facility charges to the POI to recompense GTE for non-local and non-GTE originated traffic. AirTouch will pay 100% of all charges for the portion of the facility from the POI to the AirTouch switch.

12.3 Subject to the foregoing limitation, AirTouch shall be entitled to have multiple POI's in a MTA.

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IN WITNESS WHEREOF, each Party has executed this Agreement to be effective as of the date first above written.

GTE FLORIDA INCORPORATED

By Connie Nicholas

Name Connie Nicholas

Title Assistant Vice President
Wholesale Markets-Interconnection
Date October 28, 1998

AIRTOUCH PAGING

By [Signature]

Name Gary D. Cuccio

Title President

Date 9/10/98

APPROVED FOR SIGNATURE

[Signature]

DATE 9/28/98

LEGAL REVIEW COMPLETE

BY: [Signature]

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Contract ID: _____

ISSUE DATE: _____

**APPENDIX A
SERVICE MATRIX**

Date _____

Service Location (identified by tandem serving area)	IP (identified by CLLI code)	Services (identified by type of interconnection)
--	---------------------------------	--

_____ GTE

_____ AirTouch

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Contract ID: _____

Service Attachment ID: _____

**SERVICE ATTACHMENT
ACCESS TANDEM INTERCONNECTION**

Location: City, State (CLI code)

Legal Entities:

Effective Date: (Enter Effective Date)

1. Interconnection Facilities

1.1 The interconnection facilities for this Access Tandem Interconnection are _____ (Enter appropriate facility type DS1 or DS3).

1.1.1 Charges for the interconnection facilities are based on the (GTE _____ Tariff or ICB) and are subject to change during the term of this Agreement.

1.1.1.1 If ICB, the following rate elements and charges apply:

1.1.1.1.1 Non recurring charges: (list applicable NRC rate elements and rates).

1.1.1.1.2 Monthly-recurring charges: (list applicable MRC rate elements and rates).

2. CCS7 Access Service Connection (to be completed if this is an SS7 interconnection).

2.1 The CCS7 Access Service Connection (Type S) required for this service is provided by _____ (Enter appropriate provider, GTE or other).

2.1.1 If the CCS7 Access Service Connection (Type S) is provided by GTE, the facility charges are based on the _____ (Enter appropriate GTOC or GSTC) FCC No. 1 Tariff and are subject to change during the term of this Agreement.

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Contract ID: _____

Service Attachment ID: _____

**SERVICE ATTACHMENT
END OFFICE INTERCONNECTION
(Full NXX Codes)**

Location: City, State (CLLI code)

Legal Entities:

Effective Date: (Enter Effective Date)

1. Interconnection Facilities

1.1 The interconnection facilities for this End Office interconnection are _____ (Enter appropriate facility type DS1 or DS3).

1.1.1 Charges for the interconnection facilities are based on the (GTE _____ Tariff or ICB) and are subject to change during the term of this Agreement.

1.1.1.1 If ICB, the following rate elements and charges apply:

1.1.1.1.1 Non recurring charges: (list applicable NRC rate elements and rates).

1.1.1.1.2 Monthly-recurring charges: (list applicable MRC rate elements and rates).

2. CCS7 Access Service Connection (to be completed if this is an SS7 interconnection).

2.1 The CCS7 Access Service Connection (Type S) required for this service is provided by _____ (Enter appropriate provider, GTE or other).

2.1.1 If the CCS7 Access Service Connection (Type S) is provided by GTE, the facility charges are based on the _____ (Enter appropriate GTOC or GSTC) FCC No. 1 Tariff and are subject to change during the term of this Agreement.

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Contract ID: _____

Service Attachment ID: _____

**SERVICE ATTACHMENT
END OFFICE INTERCONNECTION
(Per 100 Numbers)**

Location: City, State (CLLI code)

Legal Entities:

Effective Date: (Enter Effective Date)

1. Interconnection Facilities

1.1 The interconnection facilities for this End Office Interconnection are _____ . (Enter appropriate facility type DS1 or DS3).

1.1.1 Charges for the interconnection facilities are based on the (GTE _____ Tariff or ICB) and are subject to change during the term of this Agreement.

1.1.1.1 If ICB, the following rate elements and charges apply:

1.1.1.1.1 Non recurring charges: (list applicable NRC rate elements and rates).

1.1.1.1.2 Monthly-recurring charges: (list applicable MRC rate elements and rates).

2. Blocks of 100 Number Charge

2.1 One-time charge per each block of 100 numbers \$ _____

**APPENDIX B
RATES AND CHARGES**

LOCAL TRANSPORT AND TERMINATION RATES

These rates apply per DSO or DSO equivalent trunk between GTE and AirTouch and provide compensation to AirTouch from GTE for Local Traffic terminated to AirTouch end user customers from GTE end user customers.

- A. Rate per month per DSO or DSO equivalent for either tandem connections or where full NXXs are used by AirTouch on end office interconnections. - \$20.00
- B. Rate per month per DSO or DSO equivalent for end office interconnections where Air Touch has been provided with blocks of 100 numbers. - \$ 5.00
- C. When LRN number portability is deployed by GTE at an end office where blocks of 100 numbers are being used by AirTouch subscribers, this end office interconnection shall be considered an access tandem interconnection for compensation purposes if all of the numbers in the 100 block have been ported to an AirTouch switch and interconnection is via a GTE tandem (unless the Parties mutually agree to interconnect at some other point in GTE's network) and the end office interconnection has either been disconnected or is being used only by GTE end users residing out of that end office.

NON-LOCAL, NON GTE-ORIGINATED TRAFFIC

- A. The total percentage of traffic delivered over the Internetwork facilities that shall be deemed to be either non-local or non-GTE originated. 30%

BLOCK OF 100 NUMBER CHARGE

Rate applied per block of 100 numbers \$ 915.00

This is a one-time charge applied per block of 100 numbers for the first 100 numbers ordered from any GTE end office. The charge thereafter for numbers from a GTE end office with numbers already activated is a one-time charge of \$15.00 per block of 100 numbers.