

BellSouth Telecommunications, Inc.
333 Commerce Street, Suite 2101
Nashville, TN 37201-3300

guy.hicks@bellsouth.com

REC'D IN
REGULATORY AUTH. Guy M. Hicks
General Counsel

February 5, 2002

02 FEB 7 PM 1 58
615 214 6301
Fax 615 214 7406

OFFICE OF THE
EXECUTIVE SECRETARY

VIA HAND DELIVERY

Mr. David Waddell, Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

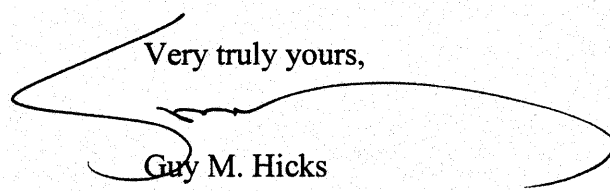
Re: *Approval of the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and AT&T Wireless Services, Inc.. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No. 02-00122

Dear Mr. Waddell:

Enclosed for filing are the original and thirteen copies of the Petition for Approval of the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and AT&T Wireless Services, Inc. ("AT&T Wireless") Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996. The enclosed Agreement was negotiated by AT&T Wireless and BellSouth and is consistent with the standards for approval.

AT&T Wireless and BellSouth respectfully request that the Petition and Agreement be filed, reviewed and considered for approval as expeditiously as possible.

Very truly yours,


Guy M. Hicks

GMH/dt

Enclosure

cc: Jill Mounsey, AT&T Wireless Services, Inc.
Floyd R. Self, Esq., Attorney for AT&T Wireless Services, Inc.
Leah Cooper, BellSouth Telecommunications, Inc.
Paul McDaris, BellSouth Telecommunications, Inc.

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In Re: *Approval of the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and AT&T Wireless Services, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. 02-00122

**PETITION FOR APPROVAL OF THE INTERCONNECTION AGREEMENT
NEGOTIATED BY BELL SOUTH TELECOMMUNICATIONS, INC. AND
AT&T WIRELESS SERVICES, INC. PURSUANT TO SECTIONS
251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996**

COME NOW BellSouth Telecommunications, Inc. ("BellSouth") and AT&T Wireless Services, Inc. ("AT&T Wireless") and respectfully file this request with the Tennessee Regulatory Authority (the "TRA") for approval of the attached Interconnection Agreement (the "Agreement"). The Agreement was negotiated between AT&T Wireless and BellSouth pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, ("the Act"). The Agreement provides for the continued interconnection of the two companies' networks, thereby facilitating AT&T Wireless' provision of commercial mobile radio services ("CMRS") to both residential and business customers in Tennessee. AT&T Wireless and BellSouth, therefore, respectfully request that the Authority act within the 90 days specified by the Act and approve the Agreement.

In support of their request, AT&T Wireless and BellSouth state the following:

THE PARTIES

1. BellSouth is an incumbent local exchange carrier authorized to provide local exchange service in Tennessee.
2. AT&T Wireless is a telecommunications carrier that has been granted authority by the Federal Communications Commission to provide CMRS in a specific market in Tennessee.

THE AGREEMENT

3. AT&T Wireless and BellSouth have successfully negotiated the agreement for the continued interconnection of their networks. A copy of the Agreement is attached hereto and incorporated herein by reference.
4. BellSouth and AT&T Wireless have entered into this Agreement, pursuant to Sections 251 (c) and 252 (a) of the Act.
5. Pursuant to Section 252 (e) of the Act, AT&T Wireless and BellSouth are submitting their Agreement to the TRA for its consideration and approval.

COMPLIANCE WITH THE ACT

6. First, as required by Section 252(e)(2)(a)(i) of the Act, the Agreement does not discriminate against any other telecommunications carrier. Other carriers are not bound by the Agreement and remain free to negotiate independently with BellSouth pursuant to Section 252 of the Act.

7. Second, the Agreement is consistent with the public interest, convenience, and necessity, as required by Section 252(e)(2)(a)(ii) of the Act.

APPROVAL OF THE AGREEMENT

8. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the Agreement between AT&T Wireless and BellSouth within 90 days of its submission. The Act provides that the TRA may reject such Agreement only if it finds that the Agreement or any portion thereof discriminates against a telecommunications carrier not a party to the Agreement, or if it finds that the implementation of the Agreement or any portion thereof is not consistent with the public interest, convenience and necessity.

9. AT&T Wireless and BellSouth aver that the Agreement is consistent with the standards for approval.

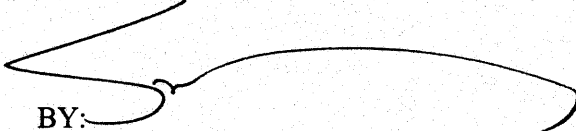
10. Pursuant to Section 252 (i) of the Act, once the Agreement is approved, BellSouth will make the terms and conditions of the Agreement available to any similarly situated CMRS provider.

11. AT&T Wireless and BellSouth respectfully request that the TRA approve the Agreement negotiated between the parties without revision as expeditiously as possible consistent with the public interest.

This _____ day of _____, 2002.

Respectfully submitted,

BellSouth Telecommunications, Inc.

BY: 

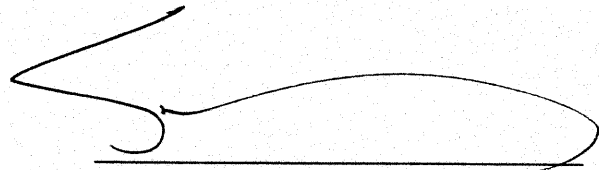
Guy M. Hicks
Suite 2101
333 Commerce Street
Nashville, TN 37201-3300
615/214-6301

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Interconnection Agreement on the following via United States Mail on the 6th day of Feb, 2002.

AT&T Wireless Services, Inc.
Attn: Jill Mounsey
Director Enterprise Support
Wireless Network Services
8645 154th Avenue
Redmond WA 98052

Floyd R Self, Esq.
Messer, Caparello & Self
215 South Monroe St., Suite 701
Tallahassee, FL 32301



Guy M. Hicks

CMRS0039
CMRS0040
CMRS0041
CMRS0042
CMRS0051

**INTERCONNECTION
AGREEMENT
BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
AND
AT&T WIRELESS SERVICES, INC.**

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CMRS0039
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AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia Corporation, and AT&T Wireless Services, Inc., ("AWS") a Delaware Corporation, and shall be deemed effective as of June 14, 2001, (the "Effective Date"). This Agreement may refer to either BellSouth or AWS or both as a "Party" or "Parties."

WITNESSETH

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, AWS is a Commercial Mobile Radio Service ("CMRS") provider licensed by the Federal Communications Commission ("FCC") to provide CMRS in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, the Parties wish to interconnect their facilities and exchange traffic for the purposes of fulfilling their obligations pursuant to sections 251 and 252 of the Telecommunications Act of 1996 and to replace any and all other prior agreements, both written and oral;

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and AWS agree as follows:

I. Definitions

Special meanings are given to common words in the telecommunications industry, and coined words and acronyms are common in the industry. Words used in this Agreement are to be understood according to the custom and usage of the telecommunications industry or as defined by the Telecommunications Act of 1996 or the rules and regulations of the FCC, as an exception to the general rule of contract interpretation that words are to be understood in their ordinary and popular sense. In addition to this rule of interpretation, the following terms used in this Agreement shall have the meanings as specified below:

A. Commission is defined as the appropriate regulatory agency in each of BellSouth's nine state region: Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

B. Intermediary Traffic is defined as the delivery, pursuant to this Agreement, of local or toll (using traditional landline definitions) traffic to or from a local exchange carrier other than BellSouth; a CLEC; or another telecommunications company such as a CMRS provider other than AWS through the network of BellSouth or AWS from or to an end user of BellSouth or AWS. All local or toll traffic from a local exchange carrier delivered to AWS not originated on the BellSouth network is considered Intermediary Traffic.

C. Local Traffic is defined for purposes of reciprocal compensation under this Agreement as: (1) any telephone call that originates on the network of AWS within a Major Trading Area ("MTA") and terminates on the network of BellSouth in the same MTA and within the Local Access and Transport Area ("LATA") in which the call is handed off from AWS to BellSouth, and (2) any telephone call that originates on the network of BellSouth that is handed off directly to AWS in the same LATA in which the call originates and terminates on the network of AWS in the MTA in which the call is handed off from BellSouth to AWS. The exchange of traffic on BellSouth's interLATA EAS routes shall be treated as Local Traffic. For purposes of this Agreement, LATA shall have the same definition as that contained in the Telecommunications Act of 1996, and MTA shall have the same definition as that contained in the FCC's rules. Traffic delivered to or received from an interexchange carrier by either Party is not considered Local Traffic.

D. Local Interconnection is defined for purposes of this Agreement as the delivery of Local Traffic to be terminated on each Party's local network so that end users of either Party have the ability to reach end users of the other Party without the use of any access code or substantial delay in the processing of the call.

E. Percent of Interstate Usage (PIU) is defined as a factor to be applied to that portion of InterMTA Traffic comprised of interstate interMTA minutes of use in order to designate those minutes that should be rated as interstate Switched Access Services minutes of use. The numerator includes all interstate interMTA minutes of use, less any interstate minutes of use for "Terminating Party Pays" services, such as 800 Services. The denominator includes all interMTA minutes of use less all minutes attributable to Terminating Party Pays services.

F. Percent Local Usage (PLU) is defined as a factor to be applied to terminating minutes of use. The numerator is all "nonintermediary" Local Traffic minutes of use. The denominator is the total minutes of use including Local, Intermediary and interMTA Traffic.

G. Point of Interconnection (POI) is defined as the physical geographic location(s), within BellSouth's service area within a LATA, at which the Parties terminate interconnection facilities for the origination and/or termination of traffic. This point establishes the technical interface, the test point(s), and the point(s) for operational division of responsibility between BellSouth's network and AWS' network.

H. Switched Access Services means an offering of access to services or facilities for the purpose of the origination or the termination of traffic from or to exchange service customers in a given area pursuant to a switched access tariff. Switched Access Services include: Feature Group A ("FGA"), Feature Group B ("FGB"), Feature Group D ("FGD"), toll free service, and 900 access.

I. Telecommunications Act of 1996 (Act) means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47, U.S.C. Section 1 et. seq.).

J. Type 1 Interconnection is a trunk side connection between a BellSouth end office and an AWS POI and provides the capability to access all BellSouth end offices within the LATA. Type 1 Interconnection is technically defined in Telcordia Technical Reference GR-145-CORE, Issue 2 May 1998, as in effect from time to time (or any successor thereto).

K. Type 2A Interconnection are one-way or two-way facilities that provide a trunk side connection between a BellSouth tandem switch and an AWS POI and provides access to all BellSouth end offices and third party providers subtending the BellSouth tandem. Type 2A Interconnection is technically defined in Telcordia Technical Reference GR-145-CORE, Issue 2 May 1998, as in effect from time to time (or any successor thereto).

L. Type 2B Interconnection are one-way or two-way facilities that provide a high usage route between a BellSouth end office and an AWS POI and provides access to all BellSouth NXX codes homed in that specific end office and is provided in conjunction with Type 2A Interconnection. Type 2B Interconnection is technically defined in Telcordia Technical Reference GR-145-CORE, Issue 2 May 1998, as in effect from time to time (or any successor thereto).

II. Purpose

The Parties desire to enter into this Agreement consistent with all applicable federal, state and local statutes, rules and regulations in effect as of the date of its execution including, without limitation, the Act at Sections 251 and 252. The access and interconnection obligations contained herein assist in enabling each Party to provide such telecommunications services as each is authorized to provide in each of the respective states within the nine state region of BellSouth.

III. Term of the Agreement

A. The term of this Agreement shall be two (2) years, beginning on the Effective Date. If as of the expiration of this Agreement, a Subsequent Agreement (as defined in Section B below) has not been executed by the Parties, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated. The Parties' rights and obligations with respect to this Agreement after expiration shall be as set forth in Section D below.

B. The Parties agree that by no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations with regard to the terms, conditions and prices of Local Interconnection to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement").

C. If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section B above, the Parties are unable to satisfactorily negotiate new Local Interconnection terms, conditions and prices, either Party may petition the Commission to establish appropriate Local Interconnection arrangements pursuant to 47 U.S.C. 252. The Parties agree that, in such event, they shall encourage the Commission to issue its order regarding the appropriate Local Interconnection arrangements no later than the expiration date of this Agreement. The Parties further agree that in the event the Commission does not issue its order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the Local Interconnection arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, will be effective retroactive to the day following the expiration date of this Agreement.

D. Notwithstanding the foregoing, in the event that as of the date of expiration of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and either no arbitration proceeding has been filed in accordance with Section C above, or the Parties have not mutually agreed (where permissible) to extend the arbitration window for petitioning the applicable Commission(s) for resolution of those terms upon which the Parties have not agreed, then either Party may terminate this Agreement upon sixty (60) days notice to the other Party. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to AWS pursuant to the terms, conditions and rates set forth in BellSouth's General Subscriber Services Tariff, Section A35, or, in the case of North Carolina, in the North Carolina Connection and Traffic Interchange Agreement effective June 30, 1994, as amended.

IV. Methods of Interconnection

A. There are three (3) appropriate methods of interconnecting facilities: (1) interconnection via purchase of facilities from either Party, or a third party, by the other Party; (2) physical collocation; and (3) virtual collocation where physical collocation is not practical for technical reasons or because of space limitations. Type 1, Type 2A and Type 2B Interconnection arrangements may be purchased pursuant to this Agreement. Rates and charges for both virtual and physical collocation may be provided in a separate collocation agreement. Rates for virtual collocation will be based on BellSouth's Interstate Access Services Tariff, FCC #1, Section 20 and/or BellSouth's Intrastate Access Services Tariff, Section E20. Rates for physical collocation will be negotiated on an individual case basis.

B. The Parties will accept and provide any of the preceding methods of interconnection. Reciprocal connectivity shall be established to at least one (1) BellSouth access tandem within every LATA AWS desires to serve, or AWS may elect to interconnect directly at an end office for interconnection to end users served by that end office. Such interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point after AWS implements SS7 capability within its own network. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. The Parties facilities' shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling party number ID when technically feasible.

C. In the event a Party interconnects via the purchase of facilities and/or services from the other Party, the appropriate tariff, as amended from time to time will apply.

D. The Parties will establish trunk groups from the interconnecting facilities of subsection A above. Each Party will use commercially reasonable efforts to construct its network, including the interconnecting facilities, to achieve optimum cost effectiveness and network efficiency.

E. When the Parties provide a Switched Access Service connection between an Interexchange Carrier ("IXC") and BellSouth, each Party will provide its own Switched Access Services to the IXC. If access charges are billed, each Party will bill its own Switched Access Service rates to the IXC.

V. InterMTA and Intermediary Traffic Interconnection

A. The delivery of interMTA Traffic by a Party to the other Party shall be reciprocal and compensation will be mutual. For terminating such traffic on the other Party's network, each Party will pay either the access charges outlined in subsection B hereunder or the Intermediary Traffic charges described in subsection D hereunder, as appropriate.

B. For originating and terminating intrastate or interstate interMTA Traffic, each Party shall pay the other BellSouth's intrastate or interstate, as appropriate, Switched Access Service rate elements on a per minute of use basis, which are set out in BellSouth's Intrastate Access Services Tariff or BellSouth's Interstate Access Services Tariff as those tariffs may be amended from time to time during the term of this Agreement. The Parties shall agree for purposes of this section what percentage of traffic delivered to BellSouth by AWS shall be subject to interMTA Traffic charges as well as the percentage of traffic delivered to AWS by BellSouth shall be subject to interMTA Traffic charges.

C. Actual traffic measurements in each of the appropriate categories is the preferred method of classifying and billing traffic. If, however, either Party cannot measure traffic in each category, then the Parties shall agree on a surrogate method of classifying and billing traffic, taking into consideration territory served (e.g. MTA boundaries, LATA boundaries and state boundaries) and traffic routing of the Parties.

D. If Intermediary Traffic originated by AWS is delivered by BellSouth for termination to the network of a nonparty telecommunications carrier ("Nonparty Carrier"), then BST will bill AWS and AWS shall pay a \$.002 per minute intermediary charge. BellSouth shall not deliver traffic to AWS which is destined for the network of a nonparty telecommunications carrier, and thus none of the traffic delivered to AWS by BellSouth shall be subject to the intermediary charges. Also, Intermediary Traffic transiting BellSouth's network to AWS is not subject to reciprocal compensation from BellSouth.

VI. Meet Point Billing

A. For purposes of this Agreement, Meet Point Billing, as supported by Multiple Exchange Carrier Access Billing (MECAB) guidelines, shall mean the exchange of billing data relating to jointly provided switched access calls and/or calls transiting BellSouth's network from an originating telecommunications carrier other than BellSouth and terminating to a telecommunications carrier other than BellSouth or the originating telecommunications carrier. Subject to AWS providing all necessary information, BellSouth agrees to participate in Meet Point Billing for traffic which transits its network when both the originating and terminating parties participate in Meet Point Billing with BellSouth. Traffic from a network which does not participate in Meet Point Billing will be delivered by

BellSouth, however, call records for traffic originated and/or terminated by a non-Meet Point Billing network will not be delivered to the originating and/or terminating network.

B. Parties participating in Meet Point Billing with BellSouth are required to provide information necessary for BellSouth to identify the parties to be billed. Information required for Meet Point Billing includes, but is not limited to; (1) Regional Accounting Office code (RAO), (2) Operating Company Number (OCN), (3) a unique Access Carrier Name Abbreviation (ACNA), (4) Percent Interstate Usage (PIU), (5) Percent Local Usage (PLU), (6) 800 Service Percent Interstate Usage or default of 50%, and (7) Billing Interconnection Percentage. A default Billing Interconnection Percentage of 95% BellSouth and 5% AWS will be used if AWS does not file with NECA to establish a Billing Interconnection Percentage. AWS must support Meet Point Billing for all intermediary calls in accordance with Mechanized Exchange Carrier Access Billing (MECAB) guidelines. The Parties acknowledge that the exchange of 1150 records will not be required.

C. Meet Point Billing will be provided for traffic which transits BellSouth's network at the access tandem level only. Parties desiring Meet Point Billing will subscribe to access tandem level interconnections (Type 2A Interconnection) with BellSouth and will deliver all Intermediary Traffic to BellSouth over such access tandem level interconnections. Additionally, exchange of records will necessitate both the originating and terminating networks to subscribe to dedicated NXX codes, which can be identified as belonging to the originating and terminating network. When the access tandem, in which interconnection occurs, does not have the capability to record messages and either surrogate or self-reporting of messages and minutes of use occur, Meet Point Billing will not be possible and will not occur. The Parties will work cooperatively to develop and enhance processes to deal with messages handled on a surrogate or self-reporting basis.

D. In a Meet Point Billing environment, when a party actually uses a service provided by BellSouth, said party will be billed for miscellaneous usage charges, as defined in BellSouth's FCC No.1 and appropriate state access tariffs, (i.e. Local Number Portability queries and 800 Data Base queries) necessary to deliver certain types of calls. Should AWS desire to avoid such charges AWS may perform the appropriate data base query prior to delivery of such traffic to BellSouth.

E. Participation in Meet Point Billing is outside the reciprocal compensation requirements of this Agreement. Meet Point Billing, as defined in VI. A above, will result in AWS compensating BellSouth at the intermediary rate in Section V. D of this Agreement for traffic delivered to BellSouth's network, which terminates to another telecommunications carrier. Meet Point Billing to IXCs for jointly provided Switched Access Service traffic will occur consistent with the most current MECAB billing guidelines.

F. Commencement of exchange of records will begin no earlier than sixty (60) days from the later date of, the date the contract is signed or the date that all necessary information as defined in Section VI. B above is provided. The date the Parties begin the exchange of records process will be the date that the percentages in Section V of this Agreement will no longer be applicable.

VII. Compensation and Billing

A. Compensation

1. Each Party will pay the other for terminating its Local Traffic on the other's network at the CMRS Local Interconnection Rates as set forth in Attachments B-1 and B-2. These rates are reciprocal for mobile-to-land and land-to-mobile calls.

2. Where one-way interconnection trunking facilities are used, each Party will be solely responsible for the recurring and non-recurring cost of that facility up to the POI.

3. The Parties agree to share proportionately in the recurring costs of two-way interconnection trunking facilities.

a. To determine the amount of compensation due to AWS for two-way interconnection trunking facilities for the transport of Local Traffic originating on BellSouth's network and terminating on AWS's network the Parties will develop statewide mobile to land and land to mobile traffic factors based on billed conversation minutes of use. At a minimum, the Parties will use a three (3) month average of billed usage to develop the traffic factors. These factors may be updated every six (6) months at either Party's request or when significant network changes occur in either Party's network.

b. AWS will also provide or bear the cost of it's portion of trunk groups carrying Intermediary Traffic.

4. If either Party provides one hundred percent (100%) of the two-way interconnection trunking facility via lease of third party facilities or construction of its own facilities, either Party may charge for the proportionate amount based on relative usage using the lesser of: (a) BellSouth's dedicated transport rate; (b) AWS's costs if filed and approved by a Commission of appropriate jurisdiction; or (c) the actual cost of the interconnection facility.

B. Billing

1. The charges for Local Interconnection are to be billed monthly and paid within thirty (30) days. Usage charges will be billed in arrears, facility charges will be billed in advance.
2. Charges for terminating traffic will be the actual conversation minutes of use (MOUs) measured from receipt of answer supervision to receipt of disconnect supervision, with such time accumulated at the end of the billing period and rounded up to the next whole minute.
3. The Parties will use an auditable PLU factor as a method for determining whether traffic is Local, Intermediary or InterMTA Traffic. The PLU factor will be used for traffic delivered by either Party for termination on the other Party's network.
4. BellSouth will bill AWS for the entire cost of the interconnection trunking facility provided by BellSouth. AWS will then apply the land to mobile factor for Local Traffic against the total two-way facility charges billed by BellSouth to AWS. AWS will then invoice BellSouth on a monthly basis, this proportionate cost for the interconnection trunking facility utilized by BellSouth.
5. Billing disputes shall be handled pursuant to the terms of this Section.
 - a. Each Party agrees to notify the other Party in writing upon the discovery of a billing dispute within sixty (60) calendar days of bill date. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. If the appropriate billing contacts are unable to resolve the dispute, the issue may be escalated to the appropriate business representatives who will then have thirty (30) days to resolve the dispute. In the event that a billing dispute arises concerning any charges which cannot be resolved by reasonable business measures, the dispute shall be resolved in accordance with the Dispute Resolution provisions set forth in Section XXI of this Agreement.
 - b. For purposes of this Section, a billing dispute means a dispute of a specific amount of money actually billed by either

Party. The dispute must be clearly explained by the disputing Party and supported by written documentation, which clearly shows the basis for disputing charges. By way of example and not by limitation, a billing dispute will not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a billing dispute include the refusal to pay other amounts owed by the billed Party until the dispute is resolved. Claims by the billed Party for damages of any kind will not be considered a billing dispute for purposes of this Section. Once the billing dispute is resolved, the disputing Party will make immediate payment of any of the disputed amount owed to the billing Party or the billing Party shall have the right to pursue normal treatment procedures. Any credits due to the disputing Party, pursuant to the billing dispute, will be applied to the disputing Party's account by the billing Party immediately upon resolution of the dispute.

c. If a Party disputes a charge and does not pay such charge by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment charge shall be assessed. For bills rendered by either Party for payment, the late payment charge for both Parties shall be calculated based on the portion of the payment not received by the payment due date times the late factor. The Parties shall assess interest on previously assessed late payment charges only in a state where it has the authority pursuant to its tariffs.

6. Late payment fees, not to exceed 1 1/2% per month (or a lower percent as specified by an appropriate state regulatory agency or state law) after the due date may be assessed, if undisputed Local Interconnection charges are not paid, within thirty (30) days after the due date of the monthly bill. All charges under this Agreement shall be billed within one (1) year from the time the charge was incurred, previously unbilled charges more than one (1) year old shall not be billed by either Party.

7. Deposit Policy. Because the Parties have established a good payment history, as of the date of the execution of this Agreement, they do not require deposits at this time.

VIII. Provision of Network Elements

A. BellSouth shall, upon request of AWS, and to the extent technically feasible, provide to AWS access to its network elements for the provision of

telecommunications service. Any request by AWS for access to a BellSouth network element that is not already available shall be treated as a network element bona fide request. AWS will pay BellSouth the cost associated with the bona fide request if AWS cancels the request or fails to purchase the service once completed. AWS shall provide BellSouth access to its network elements as mutually agreed by the Parties or as required by the Commission or the FCC.

B. A separate agreement or an amendment to this Agreement shall be required for utilization of the above referenced network elements.

IX. Access To Poles, Ducts, Conduits, and Rights of Way

BellSouth will provide to AWS, pursuant to 47 U.S.C. § 224, as amended by the Act, nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth.

X. Access to 911/E911 Emergency Network

A. BellSouth and AWS recognize that 911 and E911 services were designed and implemented primarily as methods of providing emergency services to fixed location subscribers. While BellSouth and AWS recognize the need to provide "911-like" service to mobile subscribers, both Parties recognize that current technological restrictions prevent an exact duplication of the services provided to fixed location customers. BellSouth will route "911-like" calls received from AWS to the emergency agency designated by AWS for such calls. AWS will provide the information necessary to BellSouth so that each call may be properly routed and contain as much pertinent information as is technically feasible.

B. BellSouth and AWS recognize that the technology and regulatory requirements for the provision of "911-like" service by CMRS providers are evolving and agree to modify or supplement the foregoing in order to incorporate industry accepted technical improvements that AWS desires to implement and to permit AWS to comply with applicable regulatory requirements.

C. The Parties currently have an Enhanced 911 Services and Facilities Agreement which addresses the provision of wireless E911 service to AWS.

XI. Directory Listings

A. Subject to execution of an agreement between AWS and BellSouth's affiliate, BellSouth Advertising & Publishing Corporation, ("BAPCO") and upon AWS's request, listings for any of AWS's subscribers requesting the same shall be included in appropriate White Pages or alphabetical directories.

B. Upon AWS's request BellSouth will include AWS's subscriber listings for any of AWS's subscribers requesting the same in BellSouth's Directory Assistance databases and BellSouth will not charge AWS to maintain the Directory Assistance database. The Parties will cooperate with each other in formulating appropriate procedures regarding lead time, timeliness, format and content of listing information.

C. Upon AWS's request, BellSouth will provide AWS a magnetic tape or computer disk containing the proper format for submitting subscriber listings. AWS will provide BellSouth with its directory listings and daily updates to those listings, including new, changed, and deleted listings, in an industry-accepted format.

D. BellSouth and BAPCO will accord AWS's directory listing information the same level of confidentiality which BellSouth and BAPCO accords its own directory listing information, and BellSouth shall limit access to AWS's customer proprietary confidential directory information to those BellSouth or BAPCO employees who are involved in the preparation of listings.

E. Additional listings and optional listings may be provided by BellSouth at the rates set forth in the General Subscriber Services Tariff as the tariff is amended from time to time during the term of this Agreement.

XII. Access to Telephone Numbers

AWS is responsible for interfacing with the North American Numbering Plan administrator for all matters dealing with dedicated NXXs. BellSouth will cooperate with AWS in the provision of shared NXXs where BellSouth is the service provider.

XIII. Local Number Portability

A. The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. PNP is currently being worked in industry forums. The results of these forums will dictate the industry direction of PNP. BellSouth will provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.

B. BellSouth and AWS agree to continue working cooperatively to meet mandated wireless number portability including the negotiation of an attachment to this Agreement, if necessary, and cooperative testing necessary to allow both Parties to meet mandated dates.

XIV. Access to Signaling and Signaling Databases

A. BellSouth will offer to AWS use of its signaling network and signaling databases on an unbundled basis at BellSouth's published tariffed rates. Signaling functionality will be available with A-link, B-link and D-link connectivity.

B. Where interconnection is via B-link or D-link connections, charges for the SS7 interconnection elements are as follows: 1) Port Charge - BellSouth shall not bill an STP port charge nor shall BellSouth pay a port charge; 2) SS7 Network Usage - BellSouth shall bill its tariffed usage charge and shall pay usage billed by the AWS at rates not to exceed those charged by BellSouth; 3) SS7 Link - BellSouth will bill its tariffed charges for only two (2) links of each quad ordered. Application of these charges in this manner is designed to reflect the reciprocal use of the Parties' signaling networks. Where interconnection is via A-link connections, charges for the SS7 interconnection elements are as follows: 1) Port Charge - BellSouth shall bill its tariffed STP port charge but shall not pay a termination charge at the AWS's end office; 2) SS7 Network Usage - BellSouth shall bill its tariffed usage charge but shall not pay for any usage; 3) SS7 Link - BellSouth shall bill its tariffed charges for each link in the A-link pair but shall not pay AWS for any portion of those links.

XV. Network Design and Management

A. General

1. The Parties will work cooperatively to install and maintain reliable inter-connected telecommunications networks, BellSouth will provide public notice of changes (via the website at: <http://interconnection.bellsouth.com/notifications/index.html> as same may be changed from time to time) and the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

2. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. The Parties agree to provide at least a P.01 level of service and to work cooperatively in the placement and/or removal of interconnection facilities.

3. The Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls to alleviate or prevent network congestion.

4. Neither Party intends to charge rearrangement, reconfiguration, disconnection, termination or other non-recurring fees that may be associated with the initial reconfiguration of either Party's network interconnection arrangement contained in this Agreement. However, the interconnection reconfigurations will have to be considered individually as to the application of a charge. Notwithstanding the foregoing, the Parties do intend to charge non-recurring fees for any additions to, or added capacity to, any facility or trunk purchased. Parties who initiate SS7 STP changes may be charged authorized non-recurring fees from the appropriate tariffs.

5. The Parties will provide Common Channel Signaling (CCS) information to one another, where available and technically feasible, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification (ANI), originating line information (OLI) calling party category, charge number, etc. All privacy indicators will be honored, and the Parties agree to cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of CCS-based features between the respective networks.

6. For network expansion, the Parties will review engineering requirements on a quarterly basis and establish forecasts for trunk utilization. New trunk groups will be implemented as stated by engineering requirements for both Parties.

B. Provisioning

1. The ordering and provisioning of all services purchased under this agreement from BellSouth by AWS shall be as set forth in the BellSouth Telecommunications Wireless Customer Guide (www.interconnection-bellsouth.com) as that guide is amended by BellSouth, from time to time, during the term of this Agreement.

2. Due dates for the installation or conversion of CMRS interconnection facilities covered by this Agreement shall be based on BellSouth's standard intervals or mutual agreement of the Parties in accordance with the availability of CMRS interconnection facilities and equipment.

3. BellSouth will continue to work to test and turn up interconnection facilities covered by this Agreement by the agreed-upon due dates. Should AWS be dissatisfied by BellSouth's provisioning performance, AWS representatives may contact the appropriate BellSouth managers listed in the Escalation Lists section of BellSouth's Wireless Provider Home page, found at: (<http://interconnection.bellsouth.com/main/wireless.html>). BellSouth will strive to

maintain its relationships with AWS that lead to rapid resolution of any provisioning issues that may arise. BellSouth will continue to provide a monthly report of its performance in meeting due dates to AWS.

4. In accordance with standard BellSouth procedures, BellSouth will complete orders for interconnection facilities and begin billing either (a) when AWS accepts the service requested, or (b) on the due date if AWS has not accepted the service, unless an extension of the original due date is negotiated between the Parties.

5. Orders from AWS to BellSouth to establish, add, change or disconnect Type 2A, Type 2B, or Type 1 Interconnection trunks shall be processed by use of a Wireless Service Request (WSR), an Access Service Request (ASR), or other future appropriate document using an electronic interface or by facsimile transmission. With regard to any electronic interface BellSouth may use, BellSouth will provide AWS (i) reasonable advance notice of system changes or replacements, (ii) documentation of how the changes or replacements affect AWS's use of the resulting system, and (iii) a reasonable number of training opportunities regarding any such changes or replacements.

6. BellSouth will provide Design Layout Records to AWS by mail, facsimile or electronic transmission.

7. The BellSouth Wireless Provisioning Center will contact the AWS installation contact on interconnection trunk orders in order to complete installation work on the due date of the order.

C. Outages. In the event of an outage or trouble in any arrangement, facility, or service being provided by a Party hereunder, the providing Party shall follow procedures for isolating and clearing the outage or trouble that are no less favorable than those that apply to any other similarly situated telecommunications carrier whose network is connected to that of the providing Party with the exception of any such telecommunications carrier which purchases additional premium service quality. The Parties may agree to modify those procedures from time to time based on their experience with comparable Interconnection arrangements with other telecommunications carriers. If AWS purchases services from BellSouth under applicable tariffs and there is a service interruption with respect to which there is an applicable credit allowance under such tariff, the credit allowance to AWS shall be in accordance with the terms of such tariff.

D. Each Party shall make available a network management contact 24x7 to facilitate trouble reporting and respond to other network problems. Each Party shall advise the other of any critical nature of inoperative facilities, service or arrangement and any need for expedited clearance of the trouble.

As of the Effective Date of this Agreement, but subject to change, such contact information is:

AWS Contact: Network Operations Center 1-800-832-6662

BellSouth Contact:

- a. The initial contact number is 1-800-517-3435,
- b. The duty pager is: 800-946-4646 PIN 1823414

Initial contact numbers and escalation lists may be found at
<http://interconnection.bellsouth.com/main/maintpt2pt.html>.

XVI. Auditing Procedures

Upon thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the Parties. The Parties will retain records of call detail for a minimum of nine (9) months. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. The various percents shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, the usage for the quarter prior to the completion of the audit, and to the usage for the two (2) quarters following the completion of the audit.

XVII. Liability and Indemnification

A. EXCEPT AS OTHERWISE PROVIDED FOR IN THIS AGREEMENT OR IN THIS SECTION XVII, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, PUNITIVE, OR SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY THE OTHER PARTY), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT.

B. Neither Party shall be liable to the other for any act or omission of any other telecommunications carrier providing a portion of a service under this Agreement, nor shall either Party hold liable any other telecommunications

carrier providing a portion of a service under this Agreement for any act or omission of BellSouth or AWS.

C. Neither Party is liable for damages to the other Party's POI nor end user's premises resulting from the furnishing of a service, including but not limited to the installation and removal of equipment and associated wiring, unless the damage is caused by a Party's gross or willful negligence or intentional misconduct.

D. Each Party shall be indemnified, defended and held harmless by the other Party against any claim, loss or damage arising from the other Party's acts or omissions under this Agreement, including without limitation: 1) claims for libel, slander, invasion of privacy, or infringement of copyright arising from the other Party's own communications; 2) claims for patent infringement arising from combining or using the service furnished by either Party in connection with facilities or equipment furnished by either Party or either Party's end user; 3) any claim, loss, or damage claimed by a customer of either Party arising from services provided by the other Party under this Agreement; or 4) all other claims arising out of an act or omission of the other Party in the course of using services provided pursuant to this Agreement. Each Party's liability to the other for any loss, cost, claim, injury or liability or expense, including reasonable attorney's fees relating to or arising out of any negligent act or omission in its performance of this Agreement whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.

E. A Party may, in its sole discretion, provide in its tariffs and contracts with its end user and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by applicable law, such Party shall not be liable to any end user or third Party for (1) any loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such loss and (2) consequential damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such loss.

F. Under no circumstance shall a 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 accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the services, or facilities described in this Agreement, and, while each

Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.

G. The Party providing services hereunder, its affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or damage arising from the receiving company's use of the services provided under this Agreement pertaining to 1) claims for libel, slander or invasion of privacy arising from the content of the receiving company's own communications, or 2) any claim, loss or damage claimed by the end user of the Party receiving services arising from such company's use or reliance on the providing company's services, actions, duties, or obligations arising out of this Agreement.

H. Notwithstanding any other provision of this Agreement, claims for damages by AWS or any other person or entity resulting from the gross negligence or willful misconduct of BellSouth shall not be subject to such limitation of liability.

I. Notwithstanding any other provision of this Agreement, claims for damages by BellSouth or any other person or entity resulting from the gross negligence or willful misconduct of AWS shall not be subject to such limitation of liability.

J. Neither Party assumes liability for the accuracy of the data provided to it by the other Party.

K. No license under patents (other than the limited license to use) is granted by either Party or shall be implied or arise by estoppel, with respect to any service offered pursuant to this Agreement.

L. Each Party's failure to provide or maintain services offered pursuant to this Agreement shall be excused by labor difficulties, governmental orders, civil commotion, criminal actions taken against them, acts of God and other circumstances beyond their reasonable control.

M. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, 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.

N. The obligations of the Parties contained within this Section shall survive the expiration of this Agreement.

XVIII. Modification of Agreement

A. BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to AWS any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252. The Parties shall adopt all rates, terms and conditions concerning such other interconnection, service, or network element and any other rates, terms and conditions that are interrelated or were specifically enumerated as negotiated in exchange for or in conjunction with the interconnection, service or network element being adopted. The adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement and for the identical term of such other agreement.

B. If either Party changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of such Party to notify the other Party of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.

C. No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.

D. Execution of this Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).

E. In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of AWS or BellSouth to perform any material terms of this Agreement, AWS or BellSouth may, on thirty (30) days' written notice request that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the dispute shall be referred to the Dispute Resolution procedure set forth in Section XXI.

F. If any provision of this Agreement, or the application of such provision to either Party or circumstance, shall be held invalid, the remainder of the Agreement,

or the application of any such provision to the Parties or circumstances other than those to which it is held invalid, shall not be effective thereby, provided that the Parties shall attempt to reformulate such invalid provision to give effect to such portions thereof as may be valid without defeating the intent of such provision.

XIX. Taxes and Fees

A. Definition: For purposes of this Section, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) which are imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefor.

B. Taxes And Fees Imposed Directly On Either Providing Party Or Purchasing Party.

1. Taxes and fees imposed on the providing Party, which are neither permitted nor required to be passed on by the providing Party to its end user, shall be borne and paid by the providing Party.
2. Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.

C. Taxes And Fees Imposed On Purchasing Party But Collected And Remitted By Providing Party.

1. Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.
2. To the extent permitted by applicable law, any such taxes and fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
3. If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis

therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party shall have the right, at its own expense, to contest the same in good faith, in its own name or on the providing Party's behalf. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the governmental authority.

4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

6. Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

7. Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a governmental authority; such notice to be provided at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

8. The purchasing Party shall have the right, at its own expense, to claim a refund or credit, in its own name or on the providing Party's behalf, of any such tax or fee that it determines to have paid in error, and the purchasing Party shall be entitled to any recovery thereof.

D. Taxes And Fees Imposed On Providing Party But Passed On To Purchasing Party.

1. Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.
2. To the extent permitted by applicable law, any such taxes and fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
3. If the purchasing Party disagrees with the providing Party's determination as to the application or basis of any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee and with respect to whether to contest the imposition of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes or fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.
4. If, after consultation in accordance with the preceding paragraph, the purchasing Party does not agree with the providing Party's final determination as to the application or basis of a particular tax or fee, and if the providing Party, after receipt of a written request by the purchasing Party to contest the imposition of such tax or fee with the imposing authority, fails or refuses to pursue such contest or to allow such contest by the purchasing Party, the purchasing Party may utilize the Dispute Resolution process outlined in Section XXI of this Agreement. Utilization of the Dispute Resolution process shall not relieve the purchasing Party from liability for any tax or fee billed by the providing Party pursuant to this subsection during the pendency of such Dispute Resolution proceeding. In the event that the purchasing Party prevails in such Dispute Resolution proceeding, it shall be entitled to a refund in accordance with the final decision therein. Notwithstanding the foregoing, if at any time prior to a final decision in such Dispute Resolution proceeding the providing Party initiates a contest with the imposing authority with respect to any of the issues involved in such Dispute Resolution proceeding, the Dispute Resolution proceeding shall be dismissed as to such common issues and the final decision rendered in the contest with the imposing authority shall control as to such issues.

5. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

6. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

7. Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

8. Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a governmental authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

E. Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

XX. Treatment of Proprietary and Confidential Information

A. It may be necessary for BellSouth and AWS, each as the "Discloser," to provide to the other Party, as "Recipient," certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Information"). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of

such oral conveyance, shall be reduced to writing by the Discloser within forty-five (45) days thereafter, and shall be clearly marked with a confidential or proprietary legend.

B. Use and Protection of Information. Recipient agrees to protect such Information of the Discloser provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except employees of Recipient with a need to know such Information solely in conjunction with Recipient's analysis of the Information and for no other purpose except as authorized herein or as otherwise authorized in writing by the Discloser. Recipient will not make any copies of the Information inspected by it.

C. Exceptions. Recipient will not have an obligation to protect any portion of the Information which:

(a) is made publicly available by the Discloser or lawfully by a nonparty to this Agreement; (b) is lawfully obtained by Recipient from any source other than Discloser; (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient.

D. Recipient agrees to use the Information solely for the purposes of negotiations pursuant to 47 U.S.C. 251 or in performing its obligations under this Agreement and for no other entity or purpose, except as may be otherwise agreed to in writing by the Parties. Nothing herein shall prohibit Recipient from providing information requested by the Federal Communications Commission or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration or an allegation of failure to negotiate in good faith.

E. Recipient agrees not to publish or use the Information for any advertising, sales promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliated companies.

F. The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, or application which is now or may hereafter be owned by the Discloser.

G. Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section XX shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

XXI. Dispute Resolution

Except as otherwise stated in this Agreement, if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the Parties will initially refer the issue to the appropriate company representatives. If the issue is not resolved within thirty (30) days, upon the mutual agreement of the Parties the dispute may be referred to an alternative dispute resolution process agreed upon by the Parties. If the Parties do not agree to use an alternative dispute resolution process, then either Party may petition the Commission for a resolution of the dispute. However, each Party reserves the right to seek judicial review of any ruling made by the Commission concerning this Agreement.

XXII. Limitation of Use

This Agreement shall not be proffered by either Party in another jurisdiction as evidence of any concession or as a waiver of any position taken by the other Party in that jurisdiction or for any other purpose.

XXIII. Waivers

Any failure by either Party to insist upon the strict performance by the other Party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

XXIV. Assignment

No Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which will not be unreasonably withheld.

XXV. Amendment

This Agreement may not be amended in any way except upon written consent of the Parties.

XXVI. Severability

In the event that any provision of this Agreement shall be held invalid, illegal, or unenforceable, it shall be severed from the Agreement and the remainder of this Agreement shall remain valid and enforceable and shall continue in full force and effect; provided however, that if any severed provisions of this Agreement are essential to any Party's ability to continue to perform its material obligations hereunder, the Parties shall immediately begin negotiations of new provisions to replace the severed provisions.

XXVII. Survival

Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a Party under the provisions regarding indemnification, confidential information, limitations of liability and any other provisions of this Agreement which, by their terms, are contemplated to survive (or be performed after) termination of this Agreement, shall survive cancellation or termination thereof.

XXVIII. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the state wherein the underlying facilities, services, or dispute arose, without regard to such state's conflict of laws principles, and the Communications Act of 1934 as amended by the Act.

XXIX. Arm's Length Negotiations

This Agreement was executed after arm's length negotiations between the undersigned Parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all Parties.

XXX. Filing of Agreement

Upon execution of this Agreement it shall be filed with the appropriate Commission pursuant to the requirements of Section 252 of the Act. If the Commission imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, the Parties agree to share equally in the costs of such fees.

XXXI. Notices

A. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person, via overnight mail, or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.
675 W. Peachtree St. N.E.
Suite 4300
Atlanta, Georgia 30375
Attn: Legal Dept. "Wireless" Attorney

AT&T Wireless Services, Inc.
8645 154th Avenue
Redmond, WA 98052
Attn: Jill Mounsey
Director – Enterprise Support
Wireless Network Services

Copy to:
Floyd R. Self, Esq.
Messer, Capareello & Self
215 South Monroe St., Suite 701
Tallahassee, FL 32301

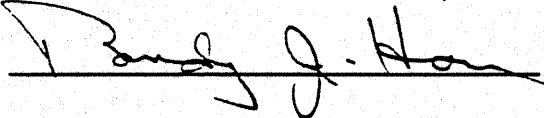
or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

B. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails; and by overnight mail, the day after being sent.

XXXII. Entire Agreement

This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby. In the event of any conflict between the term(s) of this Agreement and those of an applicable tariff, the terms of this Agreement shall control.

BellSouth Telecommunications, Inc.

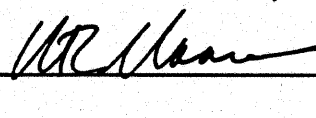
By: 

Randy J. Ham
Name

Managing Director -
Wireless Interconnection
Title

12/24/01.
Date

AT&T Wireless Services, Inc.

By: 

Kurt C. Maass
Name

Vice President-Enterprise Support
Title

12/21/01
Date

Attachment B-1

CMRS Local Interconnection Rates

(All rates are Per Minute of Use and include internet traffic)

Effective Date through December 14, 2001

All BellSouth States

Type 1 (End Office Switched)	\$.0015
Type 2A (Tandem Switched)	\$.0015
Type 2B (Dedicated End Office)	\$.0015

December 15, 2001 through June 14, 2003

All BellSouth States

Type 1 (End Office Switched)	\$.0010
Type 2A (Tandem Switched)	\$.0010
Type 2B (Dedicated End Office)	\$.0010

June 15, 2003 through June 14, 2004

All BellSouth States

(If such dates are applicable during the term of this Agreement)

Type 1 (End Office Switched)	\$.0007
Type 2A (Tandem Switched)	\$.0007
Type 2B (Dedicated End Office)	\$.0007

Attachment B-2

Type 1, Type 2A, & 2B Mobile To Land Trunk Usage (All Rates are Per Voice Grade Trunk)

Mobile originated Local Traffic over BellSouth Type 1, Type 2A, and Type 2B interconnection trunks, which terminate at BellSouth tandems (local or access) and/or BellSouth end offices, without recording capability, may be billed in either of two ways. AWS may choose to either be billed a surrogate usage rate, on a per voice grade trunk basis, for mobile originated Local Traffic completed over one-way or two-way trunks or may choose to provide traffic data in a BellSouth prescribed format to be used for billing purposes. AWS provided Local Traffic data will be billed at the rates prescribed below in this Attachment B-2. If AWS chooses to provide Local Traffic data, then the detail level provided must be in accordance with BellSouth requirements. Local Traffic data must be provided no more than thirty (30) days in arrears from the close of the normal billing cycle. If the Local Traffic data is not received in the BellSouth prescribed format in the specified time period, the surrogate usage rate will be applied. Surrogate Usage for Local Traffic, which terminates in BellSouth's local service area, shall be billed at a per voice grade trunk level rate as follows:

	<u>Type 1</u>	<u>TYPE 2A</u>	<u>Type 2B</u>
All BellSouth States			
Effective Date thru December 14, 2001	\$19.50	\$19.50	\$19.50
December 15, 2001 thru June 14, 2003	\$13.00	\$13.00	\$13.00
June 15, 2003 thru June 14, 2004 (If such dates are applicable during the term of this Agreement)	\$9.10	\$9.10	\$9.10