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October 30, 2002

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TN REGULATORY AUTHORITY
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VIA HAND DELIVERY

Hon. Sara Kyle
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Re: *Approval of the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Cellco Partnership d/b/a Verizon Wireless Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No. ~~02-00389~~ 02-01186

Dear Chairman Kyle:

Enclosed for filing are the original and fourteen copies of the Petition for Approval of the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Cellco Partnership d/b/a Verizon Wireless. ("Verizon Wireless") Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996. The enclosed Agreement was negotiated by Verizon Wireless and BellSouth and is consistent with the standards for approval.

Verizon 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: Director – Wireline Interconnection, Verizon Wireless
Director of Regulatory, Interconnection, Verizon Wireless
Leah Cooper, BellSouth Telecommunications, Inc.

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AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia Corporation, and Cellco Partnership d/b/a Verizon Wireless, a Delaware general partnership, its affiliates and assigns on behalf of the FCC CMRS Licensee(s) and markets listed in Attachment A (all collectively referred to as "Carrier") which entities Cellco Partnership d/b/a Verizon Wireless represents it has authority to bind hereunder and shall be deemed effective as of July 15, 2002, (the "Effective Date"). This Agreement may refer to either BellSouth or Carrier 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, Carrier 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, 252, 271 and 332 of the Telecommunications Act of 1996 and to replace any and all other prior agreements, both written and oral, unless otherwise stated herein;

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

I. Definitions

A. Affiliate is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than 10 percent.

B. 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.

C. Intermediary Traffic is defined as the delivery, pursuant to this agreement or Commission directive, 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 Carrier through the network of BellSouth or Carrier from or to an end user of BellSouth or Carrier. All local or toll traffic from a local exchange carrier delivered to Carrier not originated on the BellSouth network by BellSouth is considered Intermediary Traffic.

D. InterMTA Traffic is defined for purposes of reciprocal compensation under this Agreement as any telephone call that originates on the network of one Party within an MTA and is delivered by the originating Party to the network of the other Party in a different MTA.

E. Local Traffic is defined for purposes of reciprocal compensation under this Agreement as: (1) any telephone call that originates on the network of Carrier 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 Carrier to BellSouth, and (2) any telephone call that originates on the network of BellSouth that is handed off directly to Carrier in BellSouth's service territory and in the same LATA in which the call originates and terminates on the network of Carrier in the MTA in which the call is handed off from BellSouth to Carrier. 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 is not Local Traffic.

F. 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.

G. Percent of Interstate Usage (PIU) is defined as a factor to be applied to InterMTA Traffic in order to designate those minutes that should be rated as interstate 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.

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

I. 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 Carrier's network.

J. 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.).

K. Type 1 Interconnection is a trunk-side connection with line treatment between a BellSouth end office and a CMRS company's point of interconnection, and provides Carrier access to the NXX codes served by that individual end office, the tandem on which that end office subtends, or other end offices subtending that tandem. 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).

L. Type 2A Interconnection is a connection between a BellSouth access tandem or local tandem to a CMRS company's point of interconnection, 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).

M. Type 2B Interconnection is a connection between a BellSouth end office and the CMRS Company's point of interconnection and only provides access from/to NXX codes homed in that end office. Type 2B Interconnection 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, 252, 271 and 332. The access and interconnection obligations contained herein enable Carrier to provide CMRS in those areas where it is authorized to provide such services within the nine state region of BellSouth.

III. Term of the Agreement

- A.** The initial term of this Agreement shall be two 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.** No earlier than one hundred and eighty (180) days prior to the expiration of this Agreement, either Party may initiate negotiations of a successor interconnection agreement ("Subsequent Agreement") by providing written notice of such request to the other Party. Pursuant to Sections 251 and 252 of the Act, the Parties shall negotiate the terms, conditions and prices of local interconnection to become effective upon the termination of this Agreement.
- C.** If, after one hundred and thirty-five (135) days of commencing the negotiation the Parties are unable to satisfactorily negotiate a Subsequent Agreement, either Party may petition the Commission to establish appropriate local interconnection arrangements pursuant to 47 U.S.C. 252. 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 the then current term of this Agreement.
- D.** In the event the initial term of this Agreement has expired and this Agreement has converted to a month-to-month term, and either Party has initiated negotiations of a Subsequent Agreement, and such negotiations have continued for at least one hundred and sixty (160) days and the Parties have not entered into a Subsequent Agreement and either no arbitration petition has been filed or the Parties have not mutually agreed (where permissible) to extend the arbitration window for petitioning the applicable Commission(s) for resolution of disputed terms then either Party may terminate this Agreement upon sixty (60) days prior notice to the other Party.
- E.** In the event that either Party terminates this Agreement as provided Section D, BellSouth shall continue to offer services to Carrier 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. Compensation and Billing

A. Compensation

1. Each Party will pay the other for terminating its Local Traffic on the other's network at the Local Interconnection rates as set forth in Attachment B-1. These rates are reciprocal for mobile-to-land and land-to-mobile calls.
2. If, for a particular state, Carrier is unable to determine the amount of BellSouth originated traffic terminated to Carrier over one-way or two-way multi-use facilities, Carrier will bill BellSouth for such state based on a mutually agreed upon relationship between mobile-originated and land-originated traffic ("M/L" Ratio). Such M/L Ratio will be applied to the Local Traffic minutes of use billed to Carrier by BellSouth and used to bill BellSouth for the BellSouth Local Traffic on a monthly basis until Carrier is able to determine the actual monthly Local Traffic usage originated by BellSouth and terminated to Carrier.
3. Compensation for the costs of one-way facilities: Where one-way trunking is used, each Party will be solely responsible for the recurring and non-recurring cost of that facility up to the POI, plus the cost of trunk ports to the extent they are not included in the cost of such facility. In addition, where BellSouth delivers Local Traffic over one-way facilities to a node on Carrier's SONET interconnection facilities, BellSouth will compensate Carrier for its proportionate use of such SONET facilities.
4. Compensation for the costs of sharing two-way facilities: The Parties agree to share proportionately in the recurring costs of two-way interconnection facilities, including the proportionate costs of SONET interconnection facilities, trunk ports or other network interconnection facilities used by the originating party.
 - a. To determine the amount of compensation due to Carrier for interconnection facilities with two-way trunking for the transport of Local Traffic originating on BellSouth's network and terminating on Carrier's network, Carrier and BellSouth will mutually agree annually on the estimated percent of traffic riding such facilities that was originated by BellSouth ("BellSouth Originated Percent")
 - b. BellSouth will bill Carrier for the entire cost of the facility. Carrier will then apply the BellSouth Originated Percent against the

total two-way interconnection facility charges billed by BellSouth to Carrier. Carrier will invoice BellSouth on a monthly basis, this proportionate cost, plus the proportionate costs of SONET interconnection facilities, trunk ports or other network interconnection facilities used by BellSouth.

5. The exchange of the parties' traffic on BellSouth's interLATA EAS routes shall be considered Local Traffic and compensation for the termination of such traffic shall be pursuant to the terms of this section. EAS routes are those exchanges within an exchange's Basic Local Calling Area, as defined in Section A3 of BellSouth's General Subscriber Services Tariff.

B. Billing

1. The charges for Local Interconnection are to be billed monthly and paid within thirty (30) days (Due Date). Usage charges will be billed in arrears.

2. To the extent actual minutes of use (MOUs) are measured, 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 a PLU factor, subject to the audit procedures set forth in Section XV, as a method for determining whether traffic is Local, InterMTA, or Intermediary Traffic. The PLU factor will be used for traffic delivered by either Party for termination on the other Party's network.

4. 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. 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 Parties are unable within the sixty (60) day period to reach resolution, then the aggrieved Party may pursue dispute resolution in accordance with the terms 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, including credits due for any late payment charges or interest assessed on late payment charges pursuant to subsection (c) below, 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 BellSouth has the authority pursuant to its tariffs.

5. Late payment fees, not to exceed 1 1/2% per month (or a lower percent as specified by an appropriate state regulatory agency) after the Due Date may be assessed, if undisputed 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.

6. 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.

V. Methods of Interconnection

A. There are three appropriate methods of interconnecting facilities: (1) interconnection via purchase of facilities from either 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 described 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, may be purchased pursuant to this Agreement provided, however, that such interconnection arrangements shall be provided at the rates, terms and conditions set forth in this Agreement. The rates, terms and conditions of interconnection facilities purchased under this Agreement are subject to the discounts available in any effective volume and term agreement between the Parties. 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 BellSouth access tandem within every LATA Carrier desires to serve, or Carrier 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 Carrier 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. In the event a party interconnects via the purchase of facilities and/or services from the other party, the appropriate intrastate tariff, as amended from time to time will apply. In the event that such facilities are used for two-way interconnection, the appropriate recurring charges for such facilities will be shared by the parties in accordance with Section IV.A.4.

C. The parties will establish trunk groups from the interconnecting facilities of subsection (A) of this section. Each party will use its best efforts to construct its network, including the interconnecting facilities, to achieve optimum cost effectiveness and network efficiency provided that Carrier will not be required to construct more than one POI within any given LATA. Unless otherwise agreed,

BellSouth will provide or bear the cost of all trunk groups for the delivery of Local Traffic from BellSouth to Carrier's Mobile Telephone Switching Offices within BellSouth's service territory, and Carrier will provide or bear the cost of all trunk groups for the delivery of traffic from Carrier to each BellSouth tandem or end office at which the parties interconnect. Carrier will also provide or bear the cost of trunk groups carrying intermediary (transit) traffic.

D. When BellSouth notifies Carrier that capacity issues at any BellSouth tandem, including but not limited to port capacity and processing capacity, require Carrier to add interconnection facilities to additional BellSouth tandems or to BellSouth end offices, the Parties agree to joint planning sessions through which the Parties will develop mutually acceptable plan(s) to alleviate such tandem capacity problems. Such mutually agreed to plans may include BellSouth providing the necessary transport facilities past the tandem for Carrier to provide Type 2B interconnection and waiving the charges for such facilities from the tandem to the end office, provided however that Carrier agrees to will compensate BellSouth for the necessary interconnection facilities to the POI.

E. When the parties provide an access service connection between an Interexchange Carrier ("IXC") and each other, each party will provide its own access services to the IXC. If access charges are billed, each party will bill its own access service rates to the IXC.

F. The ordering and provision of all services purchased from BellSouth by Carrier shall be as set forth in the BellSouth Telecommunications Wireless Customer Guide as that guide is amended by BellSouth from time to time during the term of this Agreement.

VI. 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 its InterMTA Traffic on the other Party's network, each party will pay the access charges described in paragraph (B) hereunder. For terminating its Intermediary Traffic on BellSouth's network, Carrier will pay the Transit Charge or the Intermediary Charges described in paragraph (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 based upon the PIU, switched network 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.

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. Any such categorization of traffic shall be subject to modification upon reasonable request as mutually agreed upon by the Parties.

D. If Intermediary Traffic originated by Carrier is delivered by BellSouth for termination to the network of a nonparty telecommunications carrier ("Nonparty Carrier"), then BellSouth will bill Carrier and Carrier shall pay a \$.002 per minute charge ("Transit Charge") for such Intermediary Traffic unless such lower charge is ordered by the state, in addition to any charges that BellSouth may be obligated to pay to the Nonparty Carrier (collectively called "Intermediary Charges"). The charges that BellSouth may be obligated to pay to the Nonparty Carrier may change during the term of this Agreement and that the appropriate rate shall be the rate in effect when the traffic is terminated. The parties shall agree for purposes of this section, and subject to verification by audit what percentage of the Intermediary Traffic delivered to BellSouth by Carrier shall be subject to Intermediary Charges. BellSouth shall not deliver traffic to Carrier which is destined for the network of a Nonparty Carrier, and thus none of the Intermediary Traffic delivered to Carrier by BellSouth shall be subject to the Transit Charge or Intermediary Charges. Also, Intermediary Traffic transiting BellSouth's network to Carrier is not Local Traffic and Carrier shall not bill BellSouth for such traffic, as BellSouth is not obligated to pay Carrier for such traffic. In addition, traffic received by BellSouth from an interexchange carrier for delivery to Carrier is not Local Traffic and Carrier shall not bill BellSouth for such traffic.

E. Notwithstanding this Section VI, Carrier does not waive any of its legal rights as to any third party to challenge in any agency or court of competent legal jurisdiction whether certain traffic classified under this Agreement as Intermediary Traffic is jurisdictionally defined as "Local Traffic" pursuant to the Act, the FCC rules, or other applicable law.

VII. 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 Carrier 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, and/or originate and/or terminate switched access traffic to Carrier via BellSouth's network. BellSouth shall pass billable records to Carrier at no charge.

Depending on the delivery medium selected by Carrier, appropriate charges for that delivery medium will be applied. 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) per state for each entity to be billed (if an OCN is not available for each billed entity BellSouth will only render a bill to Carrier) (3) a unique Access Carrier Name Abbreviation (ACNA), (4) Percent Interstate Usage (factor applied for reciprocal compensation), (5) Percent Local Usage (factor applied for reciprocal compensation), (6) 800 Service Percent Interstate Usage or default of 50%, (7) Billing Interconnection Percentage and (8) a Screening Telephone Number (STN) from a dedicated NXX associated with each trunk group subscribed to by Carrier. A default Billing Interconnection Percentage of 0% BellSouth and 100% Carrier will be used if Carrier does not file with NECA to establish a Billing Interconnection Percentage other than default. Carrier 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 with BellSouth and will deliver all transit 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. NPA/NXX codes are presented in the Local Exchange Routing Guide in association with a specific switch Common Language Location Identifier (CLLI). Under BellSouth's programming rules associated with Carrier Access Billing Systems (CABS) each CLLI is associated with a single rate center. When converting to Meet Point Billing BellSouth acknowledges that Carrier may have multiple rate centers homed on a given switch. To the extent that Carrier may have more than a single rate center terminating to a given CLLI, Carrier must provide BST with information stating which BellSouth rate center(s) will be associated with the CLLI. Where Carrier has NPA/NXXs rated to an independent LEC's rate center that is homed off a BellSouth tandem, Carrier acknowledges that BellSouth will not provide billing data for jointly provided switched access traffic terminating to such NPA/NXXs, until such time as BellSouth is ordered to provide such data pursuant to a Commission or FCC order. 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, and said party desires to participate in Meet Point Billing with 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 Carrier desire to avoid such charges Carrier 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 Section VII.A above, under this Section will result in Carrier compensating BellSouth at the Transit Charge rate in Section VI.D of this Agreement for traffic delivered to BellSouth's network, which terminates to a third party network. Meet Point Billing to IXCs for jointly provided switched access 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 VII.A above is provided. The date the Parties begin the exchange of records process will be the date that the percentages in Section VI.D of this Agreement will no longer be applied to determine what percentage of the Intermediary Traffic delivered by BellSouth to Carrier shall be subject to Intermediary Charges. Once Carrier sets up Meet-Point billing arrangements for Intermediary Traffic to and from Non-party Carriers, Intermediary Traffic will be subject to only the \$.002 per minute Transit Charge (or such other rate ordered by the state), and additional Nonparty Carrier charges shall not apply.

VIII. Provision of Network Elements

A. BellSouth shall, upon request of Carrier, and to the extent technically feasible, provide to Carrier access to its Network Elements for the provision of a Carrier telecommunications service. Any request by Carrier for access to a BellSouth Network Element that is not already available to another telecommunications carrier, shall be treated as a Network Element bona fide request. Carrier will pay BellSouth the cost associated with the bona fide request if Carrier cancels the request or fails to purchase the service once completed. BellSouth shall mitigate damages with respect to completion of requests. BellSouth shall stop work on a request, once it receives notice of cancellation of Carrier's subject request. Carrier 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 Network Element obtained by one party from the other party under this section may be used in combination with the facilities of the requesting party only to provide a telecommunications service, including obtaining access to information needed to allow Carrier to bill and collect, transmission, and routing of the telecommunications service.

C. A separate agreement or an amendment to this Agreement may be required for utilization of the above referenced Network Elements. The Parties agree to negotiate such a separate Agreement or amendment in good faith subject to the requirements of Section 252 of the Act.

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

BellSouth will provide to Carrier, 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 Carrier agree that wireless enhanced 911 services are designed to provide mobile customers with emergency services that are comparable to those services provided to fixed location subscribers. BellSouth will route wireless enhanced 911 calls received from Carrier to the emergency agency designated by Carrier so that each call may be properly routed and contain as much pertinent information as is technically feasible.

B. BellSouth and Carrier recognize that the technology and regulatory requirements for the provision of wireless enhanced 911 service by CMRS carriers are evolving and agree to modify or supplement Section X.A in order to incorporate industry accepted or regulatory mandated technical improvements that Carrier desires to implement and to permit Carrier to comply with applicable regulatory requirements.

XI. Access to Telephone Numbers

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

XII. Local Number Portability

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.

XIII. Access to Signaling and Signaling Databases

A. BellSouth will offer to Carrier use of its signaling network and signaling databases on an unbundled basis at BellSouth's published tariffed rates. Signaling functionality will be available with both A-link and B-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 Carrier (Carrier to calculate usage based on the M/L Ratio until Carrier can measure actual usage) at rates not to exceed those charged by BellSouth; 3) SS7 Link - BellSouth will bill its tariffed charges for only two 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 Carrier'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 the Carrier for any portion of those links.

XIV. Network Design and Management

A. The parties will work cooperatively to install and maintain reliable interconnected telecommunications networks, including but not limited to, providing maintenance contact numbers and escalation procedures and developing mutually agreed upon solutions to tandem exhaust issues as they arise. BellSouth will provide public notice of changes in 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.

B. 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.

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

D. 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 BellSouth tariffs.

E. 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.

F. For network expansion, the parties will review engineering requirements on a periodic basis and establish forecasts for trunk utilization as required by Section V of this Agreement. New trunk groups will be implemented as stated by engineering requirements for both parties.

G. The parties will provide each other with the proper call information, including all proper translations for routing between networks and any information necessary for billing where BellSouth provides recording capabilities. This exchange of information is required to enable each party to bill properly.

XV. 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 months from which the PLU, the percent intermediary traffic, the percent interMTA traffic, and the PIU can be ascertained. 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 PLU 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 quarters following the completion of the audit.

XVI. Liability and Indemnification

A. EXCEPT AS OTHERWISE PROVIDED FOR IN THIS AGREEMENT OR IN THIS SECTION XVI, 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 company providing a portion of a service under this Agreement, nor shall either party hold liable any other telecommunications company providing a portion of a service under this Agreement for any act or omission of BellSouth or Carrier.

C. Neither party is liable for damages to the other party's terminal location, Point of Interface (POI) nor customer'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 customer; 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 customer 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 customer or third Party for (i) 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 (ii) 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. Notwithstanding any other provision of this Agreement, claims for damages by Carrier or Carrier's clients 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.

H. 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 Carrier shall not be subject to such limitation of liability.

I. Neither party assumes liability for the accuracy of the data provided to it by the other party.

J. 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.

K. 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.

L. 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.

M. The obligations of the parties contained within this section shall survive the expiration of this Agreement.

XVII. Modification of Agreement

A. BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to Carrier 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 legitimately related to 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 a party 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; provided that such consent to modification or amendment is not unreasonably withheld.

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 imply 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 (including but not limited to the FCC's approval of BellSouth's Section 271 Application for the applicable state) materially affects any material terms of this Agreement, or the ability of Carrier or BellSouth to perform any material terms of this Agreement, Carrier or BellSouth may, on thirty (30) days' written notice require 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 XX.

XVIII. 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 therefore.

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 customer, 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 therefore, 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. 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, 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.

XIX. Treatment of Proprietary and Confidential Information

A. It may be necessary for BellSouth and Carrier, 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, by Section 222 of the Act 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; or (e) is released in accordance with Section 222 of the Act and the FCC's rules; or (f) is otherwise released as required by applicable law.

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 or authorized by Section 222 of the Act. 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, or when otherwise required by applicable law.

E. Except as stated in Section XIX C., 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 affiliates.

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 XIX 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, except with respect to information about the Parties' customers which shall survive forever. 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.

XX. Resolution of Disputes

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, 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. Nothing in this section shall be construed as a waiver of either party's right to pursue the remedies set forth in Sections 201, 202, and 252 of the Act.

XXI. Waivers

Any failure or delay 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.

XXII. Assignment

Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate of the Party without the consent of the other Party; provided, however, that the assigning Party shall notify the other Party in writing of such assignment within sixty (60) days prior to the Effective Date thereof. The Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations.

XXIII. 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.

XXIV. 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 expiration or termination thereof.

XXV. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles, and the Communications Act of 1934 as amended by the Act.

XXVI. 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.

XXVII. Filing of Agreement

Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, Carrier shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by Carrier.

XXVIII. 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, GA 30375
Attn: Legal Dept. "Wireless" Attorney

Verizon Wireless
One Verizon Place
Alpharetta, GA 30004
Attn: Director-Wireline
Interconnection

Copy to:
Verizon Wireless
1300 I Street, NW
Suite 400
Washington, DC 20005
Attn: Director of Regulatory,
Interconnection

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.

C. Notwithstanding the foregoing, BellSouth may provide Carrier notice via Internet posting of changes to business processes and policies, notices of new service offerings, and changes to service offerings not requiring an amendment to this Agreement and any other information of general applicability.

XXIX. Headings of No Force or Effect

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

XXX. Multiple Counterparts

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

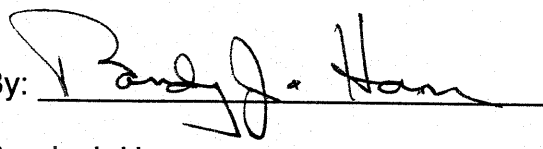
XXXI. Relationship of Parties

It is the intention of the Parties that each be an independent contractor and nothing contained herein shall constitute either Party as joint venturer, partner, employee or agent of the other, and neither Party shall have the right or power to bind or obligate the other.

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

Date 7/9/02

Cellco Partnership d/b/a Verizon Wireless

Anderson Cellular Telephone Company
d/b/a Verizon Wireless

By: Cellco Partnership, Its General Partner

Fayetteville Cellular Telephone Company
Limited Partnership d/b/a Verizon Wireless
By: Cellco Partnership, Its General Partner

Gadsden CellTelco Partnership
d/b/a Verizon Wireless
By: Cellco Partnership, Its General Partner

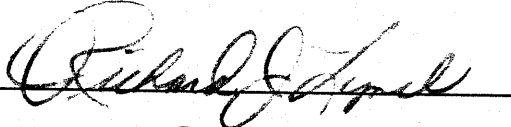
Kentucky RSA No. 1 Partnership
d/b/a Verizon Wireless
By: Cellco Partnership, Its General Partner

NC-2 LLC d/b/a Verizon Wireless
By: Cellco Partnership, Its Sole Member

Southern & Central Wireless, LLC
d/b/a Verizon Wireless
By: Cellco Partnership, Its Sole Member

Tuscaloosa Cellular Partnership
d/b/a Verizon Wireless
By: Cellco Partnership, Its General Partner

Verizon Wireless Tennessee Partnership
d/b/a Verizon Wireless
By: Cellco Partnership, Its General Partner

By: 

Richard J. Lynch
Name

Executive VP & CTO
Title

Date 7/22/2002

Athens Cellular, Inc. d/b/a Verizon Wireless

By: Richard J. Lynch

Richard J Lynch
Name

Executive VP & CTO
Title

7/22/2002
Date

**Bell Atlantic Mobile of Asheville, Inc.
d/b/a Verizon Wireless**

By: Richard J. Lynch

Richard J Lynch
Name

Executive VP & CTO
Title

7/22/2002
Date

Dallas MTA, LP d/b/a Verizon Wireless
By: Verizon Wireless Texas, LLC, Its
General Partner

**San Antonio MTA, L.P. d/b/a Verizon
Wireless**

By: Verizon Wireless Texas, LLC, Its
General Partner

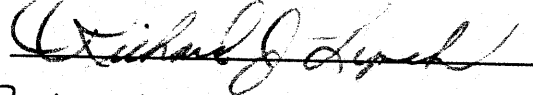
By: Richard J. Lynch

Richard J Lynch
Name

Executive VP & CTO
Title

7/22/2002
Date

**GTE Mobilnet of Florence, Alabama
Incorporated d/b/a Verizon Wireless**

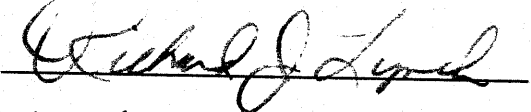
By: 

Richard J Lynch
Name

Executive VP & CTO
Title

7/22/2002
Date

**GTE Wireless of the Midwest Incorporated
d/b/a Verizon Wireless**

By: 

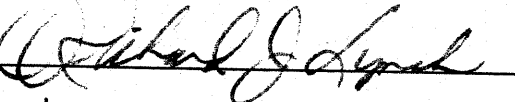
Richard J Lynch
Name

Executive VP & CTO
Title

7/22/2002
Date

**Southwestco Wireless LP d/b/a Verizon
Wireless**

**By: Southwestco Wireless, Inc., Its
Managing Partner**

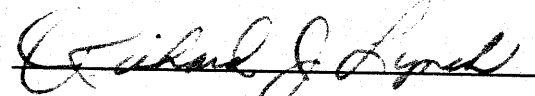
By: 

Richard J Lynch
Name

Executive VP & CTO
Title

7/22/2002
Date

**Verizon Wireless Personal
Communications LP d/b/a Verizon
Wireless**

By: 

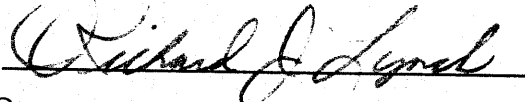
Richard J Lynch
Name

Executive VP $\frac{1}{3}$ CTO
Title

7/22/2002
Date

**Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless**

**New Par d/b/a Verizon Wireless
By: Verizon Wireless (VAW) LLC,
It's General Partner**

By: 

Richard J Lynch
Name

Executive VP $\frac{1}{3}$ CTO
Title

7/22/2002
Date

Attachment A

The following CMRS licensee(s) and associated market area(s) is/are subject to, and, to the extent necessary, is/are made party(ies) to the underlying interconnection agreement:

LICENSEE	MARKET NAME	ST	CALL SIGN	SERVICE
Cellco Partnership	Alabama 1-Franklin	AL	KNKR324	CL
Cellco Partnership	Alabama 2-Jackson	AL	KNKN936	CL
Cellco Partnership	Anniston	AL	KNKA665	CL
Cellco Partnership	Anniston	AL	KNLG282	CW
Cellco Partnership	Birmingham	AL	KNKA343	CL
Cellco Partnership	Decatur	AL	KNLG297	CW
Cellco Partnership	Florence	AL	KNLG301	CW
Cellco Partnership	Gadsden	AL	KNLG305	CW
Cellco Partnership	Huntsville	AL	KNKA698	CL
Cellco Partnership	Huntsville	AL	KNLG315	CW
Gadsden CellTelCo Partnership	Gadsden	AL	KNKA607	CL
GTE Mobiline of Florence, Alabama Incorporated	Florence	AL	KNKA669	CL
Tuscaloosa Cellular Partnership	Tuscaloosa	AL	KNKA783	CL
Verizon Wireless Personal Communications LP	Jacksonville	FL/GA	KNLF274	CW
Verizon Wireless Personal Communications LP	Miami-Ft. Lauderdale	FL	KNLF230	CW
Verizon Wireless Personal Communications LP	Tampa-St. Petersburg-Orlando	FL	KNLF226	CW
Athens Cellular, Inc.	Athens	GA	KNKA709	CL
Cellco Partnership	Athens	GA	KNLG605	CW
Cellco Partnership	Atlanta	GA	KNLG285	CW
Cellco Partnership	Gainesville	GA	KNLG306	CW
Cellco Partnership	Georgia 1-Whitfield	GA	KNKN644	CL
Cellco Partnership	Georgia 2-Dawson	GA	KNKN671	CL
Cellco Partnership	Macon-Warner Robins	GA	KNLG325	CW
Cellco Partnership	Rome	GA	KNLG341	CW
Southwestco Wireless LP	Georgia 5-Haralson	GA	KNKN621	CL
Verizon Wireless (VAW) LLC	Atlanta	GA	KNKA315	CL
Verizon Wireless (VAW) LLC	Georgia 3-Chattooga	GA	KNKQ304	CL
Verizon Wireless (VAW) LLC	Georgia 4-Jasper	GA	KNKN547	CL
GTE Wireless of the Midwest Incorporated	Evansville	IN/KY	KNKA410	CL
Cellco Partnership	Kentucky 2-Union	KY	KNKN871	CL
Cellco Partnership	Kentucky 7-Trimble	KY	KNKN837	CL
Cellco Partnership	Lexington-Fayette	KY	KNKA638	CL
Cellco Partnership	Middlesboro-Harlan	KY	WPTB354	CW
Cellco Partnership	Louisville	KY/IN	KNKA266	CL
Cellco Partnership	Paducah-Murray-Mayfield	KY	WPTB358	CW
GTE Wireless of the Midwest Incorporated	Owensboro	KY	KNKA716	CL
Kentucky RSA No. 1 Partnership	Kentucky 1-Fulton	KY	KNKQ306	CL
Verizon Wireless Personal Communications LP	New Orleans-Baton Rouge	LA/AL/MS/FL	KNLF234	CW
Bell Atlantic Mobile of Asheville, Inc.	Asheville	NC	KNKA819	CL
Cellco Partnership	Burlington	NC	KNKA815	CL
Cellco Partnership	Burlington	NC	WPTB339	CW
Cellco Partnership	Charlotte	NC	KNKA329	CL
Cellco Partnership	Greensboro-Winston Salem-High Point	NC	KNKA316	CL
Cellco Partnership	Greenville-Washington	NC	WPTB345	CW
Cellco Partnership	Hickory	NC	KNKA770	CL
Cellco Partnership	North Carolina 1-Cherokee	NC	KNKN626	CL
Cellco Partnership	North Carolina4-Henderson	NC	KNKQ342	CL
Cellco Partnership	North Carolina 5-Anson	NC	KNKN624	CL
Cellco Partnership	North Carolina 15-Cabarrus	NC	KNKQ443	CL
Cellco Partnership	Raleigh-Durham	NC	KNKA358	CL

LICENSEE	MARKET NAME	ST	CALL SIGN	SERVICE
Cellco Partnership	Roanoke Rapids	NC	WPTB361	CW
Cellco Partnership	Rocky Mount-Wilson	NC	WPTB362	CW
Fayetteville Cellular Telephone Company Limited Partnership	Fayetteville	NC	KNKA485	CL
NC-2 LLC	North Carolina 2-Yancey	NC	KNKN631	CL
Cellco Partnership	Cincinnati-Dayton	OH	KNLB318	WS
Cellco Partnership	Portsmouth	OH	WPTB360	CW
GTE Wireless of the Midwest Incorporated	Cincinnati-Dayton	OH	WPQN807	CW
New Par	Cincinnati	OH	KNKA333	CL
Anderson Cellular Telephone Company	Anderson	SC	KNKA664	CL
Cellco Partnership	Anderson	SC	KNLF454	CW
Cellco Partnership	Charleston-North Charleston	SC	KNKA327	CL
Cellco Partnership	Charleston	SC	KNLF453	CW
Cellco Partnership	Columbia	SC	KNKA473	CL
Cellco Partnership	Columbia	SC	KNLK450	CW
Cellco Partnership	Florence	SC	KNKA628	CL
Cellco Partnership	Florence	SC	KNLK448	CL
Cellco Partnership	Greenville	SC	KNKA360	CL
Cellco Partnership	Greenville	SC	KNLF449	CW
Cellco Partnership	Greenwood	SC	KNLF451	CW
Cellco Partnership	Myrtle Beach	SC	KNLF452	CW
Cellco Partnership	Orangeburg	SC	KNLF455	CW
Cellco Partnership	South Carolina 1-Oconee	SC	KNKQ351	CL
Cellco Partnership	South Carolina 2-Laurens	SC	KNKN778	CL
Cellco Partnership	South Carolina 3-Cherokee	SC	KNKN668	CL
Cellco Partnership	South Carolina 6-Clarendon	SC	KNKN519	CL
Cellco Partnership	South Carolina 7-Calhoun	SC	KNKQ453	CL
Cellco Partnership	South Carolina 8-Hampton	SC	KNKR323	CL
Cellco Partnership	South Carolina 9-Lancaster	SC	KNKN780	CL
Cellco Partnership	Sumter	SC	KNLF447	CW
Cellco Partnership	Tennessee 4-Hamblen	TN	KNKN526	CL
Verizon Wireless Tennessee Partnership	Chattanooga	TN/GA	KNKA324	CL
Verizon Wireless Tennessee Partnership	Chattanooga	TN	KNLG293	CW
Verizon Wireless Tennessee Partnership	Clarksville-Hopkinsville	TN/KY	KNKA523	CL
Verizon Wireless Tennessee Partnership	Cleveland	TN	KNLG294	CW
Verizon Wireless Tennessee Partnership	Johnson City-Kingsport-Bristol	TN/VA	KNKA354	CL
Verizon Wireless Tennessee Partnership	Knoxville	TN	KNKA325	CL
Verizon Wireless Tennessee Partnership	Memphis	TN/AR/MS	KNKA346	CL
Verizon Wireless Tennessee Partnership	Memphis	TN	KNLG326	CW
Verizon Wireless Tennessee Partnership	Nashville-Davidson	TN	KNKA334	CL
Verizon Wireless Tennessee Partnership	Tennessee 1-Lake	TN	KNKN574	CL
Verizon Wireless Tennessee Partnership	Tennessee 2-Cannon	TN	KNKN746	CL
Verizon Wireless Tennessee Partnership	Tennessee 3-Macon	TN	KNKN655	CL
Verizon Wireless Tennessee Partnership	Tennessee 5-Fayette	TN	KNKN743	CL
Verizon Wireless Tennessee Partnership	Tennessee 6-Giles	TN	KNKN742	CL
Verizon Wireless Tennessee Partnership	Tennessee 7-Bledsoe	TN	KNKN707	CL
Verizon Wireless Tennessee Partnership	Tennessee 9-Maury	TN	KNKN560	CL
Dallas MTA, LP	Dallas-Fort Worth	TX/LA	KNLF214	CW
San Antonio MTA, LP	Houston	TX/LA	KNLF228	CW
Southern & Central Wireless, LLC	Houston (Lake Charles, LA BTA)	TX/LA	WPQR416	CW
Cellco Partnership	Richmond	VA/NC	KNLB316	WS
Verizon Wireless Personal Communications LP	Richmond-Norfolk	VA/NC	KNLF246	CW

Attachment B-1

CMRS Local Interconnection Rates (All rates are Per Minute of Use)

December 15, 2001 through June 14, 2003

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

June 15, 2003 through June 14, 2004

(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-1

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

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

Type 2B

All BellSouth States

December 15, 2001
Thru June 14, 2003

\$13.00

June 15, 2003

Thru June 14, 2004 (If such dates are applicable during the term of this Agreement)
\$9.10