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A LIMITED LIABILITY PARTNERSHIP

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March 16, 2006

VIA UPS

Ms. Sharla Dillon
Dockets and Records Office
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243

06-00074

Re: Request for Commission Approval of An Interconnection Agreement
between Comcast Phone, LLC and Cellco Partnership d/b/a Verizon
Wireless

Dear Mr. Waddell:

Enclosed please find an original and twelve (12) copies of the above-captioned document for filing with the Tennessee Regulatory Authority. Also enclosed is a check in the amount of \$25.00 for the filing fee, a duplicate copy of this filing, and a self-addressed, postage-paid envelope. Please date-stamp the duplicate upon receipt and return it in the envelope provided.

Should you have any questions concerning this matter, please contact me at (202) 955-9766 or via email at eemmott@kelleydrye.com. Thank you for your attention to this matter.

Respectfully submitted,

Erin Weber Emmott

Erin Weber Emmott

Enclosures

DC01/WARTAN/245624 1

PAID T.R.A.	
Chk #	8381
Amount	25.00
Rcvd By	JP
Date	3-17-06

Request for Authority Approval of)
An Interconnection Agreement between) **Docket No. 05-_____**
Comcast Phone, LLC and)
Cellco Partnership d/b/a Verizon Wireless)

Comcast Phone of Tennessee, LLC (“Comcast Phone”), a competitive local exchange carrier (“CLEC”) and Cellco Partnership d/b/a Verizon Wireless (“Verizon Wireless”),¹ a commercial mobile radio service (“CMRS”) provider (collectively, the “Parties”) pursuant to Tenn. Code Ann. § 65-4-104 and, to the extent applicable, Section 252(e) of the Communications Act of 1934, as amended (the “Act”), 47 U.S.C. § 252(e), hereby jointly submit to the Tennessee Regulatory Authority (“Authority”) an Interconnection and Reciprocal Compensation Agreement for Commercial Mobile Radio Service (CMRS) (the “Interconnection Agreement”) for review and approval.² In support of this joint petition, Comcast Phone and Verizon Wireless state as follows:

2 While it is not clear that Section 252 applies to interconnection agreements such as the one between the Parties, out of an abundance of caution, and without waiving any right to assert that the agreement is not subject to the jurisdiction of the Commission, the Parties submit their Interconnection Agreement for Commission review. *See Qwest Communications International Inc. Petition for Declaratory Ruling on the Scope of the Duty to File and Obtain Prior Approval of Negotiated Contractual Arrangements under Section 252(a)(1)*, WC Docket No. 02-89, Memorandum Opinion and Order, 17 FCC Rcd 19337, 19341-42 (2002)(noting the role of the state commissions to determine which agreements require filing for approval).

1. The Parties have entered into good faith negotiations and have executed an interconnection agreement. The Interconnection Agreement was fully executed as of January 5, 2006. A copy of the Interconnection Agreement, duly executed by the Parties, is submitted with this joint petition as **Attachment A**.

2. The Interconnection Agreement establishes arrangements for the exchange of Local and IntraMTA traffic between the Parties in Tennessee. In addition, the Interconnection Agreement provides the terms for interconnecting the Parties' networks and establishes reciprocal compensations arrangements for Local and IntraMTA traffic. The Interconnection Agreement carries a term of two years.

3. In accordance with Section 252(e) of the Act, the Authority is charged with approving or rejecting a negotiated Interconnection Agreement within 90 days of its submission. The Act provides that the Authority may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier who is not a party to the agreement or the implementation of the agreement or any portion thereof is not consistent with the public interest, convenience and necessity.

4. The Interconnection Agreement was voluntarily negotiated and agreed to by Comcast Phone and Verizon Wireless, and does not discriminate against a telecommunications carrier not a party to the Interconnection Agreement. Approval of the Interconnection Agreement is consistent with the public interest, convenience and necessity.

WHEREFORE, Comcast Phone, LLC and Cellco Partnership d/b/a Verizon Wireless jointly request Authority approval of the Interconnection Agreement pursuant to Tenn. Code Ann. § 65-4-104 and Section 252(e) of the Act as expeditiously as possible.

Respectfully submitted,

Cellco Partnership d/b/a Verizon Wireless

By: E. D. Critides
Name: Elaine Critides
Title: Senior Attorney

Date: 2/14/06

Comcast Phone, LLC

By: John Sullivan
Name: John Sullivan
Title: VP and Chief Counsel Telephony

Date: 03/8/06

Attachment A

Interconnection Agreement

**INTERCONNECTION AND RECIPROCAL COMPENSATION
AGREEMENT FOR COMMERCIAL MOBILE RADIO SERVICE
(CMRS)**

BETWEEN

COMCAST PHONE, LLC

AND

CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS

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Exhibit A

INTERCONNECTION AND RECIPROCAL COMPENSATION AGREEMENT FOR COMMERCIAL MOBILE RADIO SERVICE (CMRS)

This Agreement between Cellco Partnership d/b/a Verizon Wireless and its affiliates doing business as Verizon Wireless ("Verizon Wireless") with offices at 180 Washington Valley Road, Bedminster, New Jersey, 07921 and Comcast Phone, LLC, a Delaware limited liability company, on behalf of itself and its subsidiaries and affiliates as listed on Exhibit A ("Comcast Phone") with offices at 1500 Market Street, Philadelphia, PA 19102, (collectively referred to as the Parties) is effective upon its execution between the undersigned Parties.

1. Recitals

WHEREAS, the mutual exchange and termination of Local Traffic originating on each Party's network is necessary and desirable; and

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

WHEREAS, the Parties desire to interconnect their networks at mutually agreed upon Points of Interconnection to provide Telecommunications Services to their respective customers;

WHEREAS, the Parties wish to enter into an agreement to establish reciprocal compensation for the exchange of Local Traffic between their respective telecommunications networks on terms that are fair and equitable to both Parties; and

WHEREAS, Sections 251 and 332 of the Telecommunications Act of 1934, as amended, (the "Act") impose specific obligations on certain telecommunications providers with respect to the interconnection of their networks;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Comcast Phone and Verizon Wireless hereby covenant and agree as follows:

2. Compensation Arrangement

The Parties agree to a bill and keep arrangement for reciprocal compensation for mutually exchanged Local Traffic until traffic exchange patterns warrant a more sophisticated billing agreement. Specifically, each Party will bill its own customers and retain the resulting revenues as full compensation for Local Traffic terminating on its network from the other Party. Compensation for the exchange of non-Local Traffic shall be subject to any applicable tariffs on file with state or federal utility commissions, or other such arrangement, such as a contractual arrangement, that allows for compensation.

The originating Party agrees to pay any transit charges that may be assessed by a non-party LEC for the utilization of its transit facilities for the routing of Local Telecommunication traffic between the Parties' networks. The compensation arrangement for indirect interconnection shall be subject to renegotiation on the request of either Party if a non-party LEC whose facilities or services are used in the performance of transport in connection with this traffic changes the applicable rates, terms or conditions of those transit services.

3. Direct Interconnection

Where direct interconnection is deemed mutually desirable by the Parties, the Parties shall establish mutually agreed-upon interconnection points (collectively, the "Interconnection Points" or "IPs"). The Parties shall configure trunk groups for traffic exchange according to the descriptions and charges set forth below. The Parties agree that five hundred thousand (500,000) minutes of use per month exchanged between any Mobile Switching Center and End Office Switch for three (3) consecutive months constitutes a reasonable benchmark for when it becomes desirable for the Parties to directly interconnect those facilities.

Facilities Descriptions and Charges:

- A. Where the parties are utilizing one-way connecting circuits, the connecting circuits from the Mobile Switching Center ("MSC") or End Office Switch ("EO") of the originating Party to the IP shall be provided by and/or paid for by the originating Party.
- B. Where the Parties are utilizing two-way connecting circuits, the Parties shall be equally responsible for the non-recurring and monthly costs on the connecting circuits as follows:
 - (1) Either party will provide, and pay for, their proportionate use of the required facilities based on the "Shared Facilities Factor," or
 - (2) One Party will provide the required two-way facility, in which case that Party shall bill in advance the other Party on a monthly basis, based on the Shared Facilities Factor for their proportionate use of the monthly and non-recurring costs of the shared facility. Bills rendered shall be paid within forty-five (45) days of the date of the invoice.
 - (3) The Shared Facilities Factor is as stated below and can be revised every six (6) months at the request of either party, based on actual usage:
 - Verizon Wireless: 60 %
 - Comcast Phone: 40%
- C. Except as provided herein or certain Services provided under one or more relevant Exhibits and any applicable Early Termination provisions expressly agreed in any applicable executed Exhibits, no cancellation charges shall apply.

4. General Responsibilities of the Parties

Each Party is individually responsible to provide facilities within its network that are necessary for routing, transporting, and measuring and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in a mutually acceptable format, and to

terminate the traffic it receives in that mutually acceptable format to the proper address on its network. All direct connection facilities will be at a DS1 level, multiple DS1 level, or DS3 level and will conform to industry standards. All two-way trunk facilities will be engineered to a P.01 grade of service. (The technical reference for DS1 facilities is Telcordia TR-NWT-000499. The technical reference for trunking facilities is Telcordia TR-NPL-000145.)

- A. Neither Party shall use any service related to or use any of the Services provided in this Agreement in any manner that prevents other persons from using their service or destroys the normal quality of service to other carriers or to either Party's customers, and subject to notice and a reasonable opportunity of the offending Party to cure any violation, either Party may discontinue or refuse service if the other Party violates this provision.
- B. Each Party is solely responsible for the services it provides to its customers and to other Telecommunications Carriers.
- C. Each Party is responsible for administering NXX codes assigned to it.
- D. Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of the Common Language Location Identifier ("CLLI") assigned to its switches.
- E. Each Party shall use the LERG published by Telcordia or its successor for obtaining routing information and shall provide all required information to Telcordia for maintaining the LERG in a timely manner.
- F. SS7 connectivity is required on both Parties' networks for Type 2 trunks, where it is technically feasible. SS7 connectivity will be provided in accordance with the technical specifications of accepted industry practice and standards. The Parties agree that each Party is individually responsible for their portion of the SS7 signaling and therefore neither Party shall charge the other Party for the exchange of SS7 messages.

5. Definitions

"Commission" means the relevant state agency with oversight authority over telecommunications.

"End Office Switches" ("EOs") are switches from which end user Telephone Exchange Services are directly connected and offered.

"FCC" means the Federal Communications Commission.

"Local Traffic" means calls that originate on one Party's network and terminate on the other Party's network that, at the beginning of the calls, are originating and terminating in the same Major Trading Area ("MTA") as defined by the Federal Communications Commission (the "FCC"). The Parties shall make reasonable efforts to limit the exchange of interMTA traffic that occurs over the facilities described above. Neither Party will intentionally divert interMTA traffic to the facilities established for the exchange of Local Traffic.

“ Mobile Switching Centers” (“MSC”) are an essential element of the Commercial Mobile Radio Services (“CMRS”) Network, which perform the switching for the routing of calls among its mobile subscribers and subscribers in other mobile or landline networks. The MSC also coordinates intercell and intersystem call hand-offs and records all system traffic for analysis and billing.

6. Call Jurisdiction

The Parties acknowledge that the industry standard for determining the jurisdiction of a call is based on the MTA, as defined by the Federal Communications Commission (“FCC”) in 47 C.F.R. Part 24.202. For Verizon Wireless, the originating or terminating point is the cell site while for Comcast Phone, the originating and terminating point is the rate center of the Comcast Phone NPA-NXX.

7. Dispute Resolution

Any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties. If such negotiations fail to resolve the dispute in a reasonable time, either Party may initiate an appropriate action in any regulatory or judicial forum of competent jurisdiction. Notwithstanding the foregoing, billing disputes shall be addressed as set forth below.

Written notice of billing disputes must be provided twenty (20) days after receipt of a disputed bill. The Party disputing the bills shall pay all undisputed amounts to the billing Party by the due date. If the issue is not resolved within sixty (60) days each Party shall appoint a designated representative to negotiate in good faith. If no resolution is attained forty-five (45) days after appointing negotiating representatives then either Party may initiate appropriate action in any regulatory or judicial forum to resolve such issues or proceed with any other remedy pursuant to this Agreement or law or equity.

8. Term and Termination

This Agreement shall take effect as of the date it is signed by both Parties (“Effective Date”) and have an initial term of two (2) years from the Effective Date, unless earlier terminated as provided for in this Agreement, and shall continue in full force and effect thereafter, on a month to month basis, until replaced by another agreement or terminated by either Party upon sixty (60) days’ written notice to the other Party. Upon notice of termination by either Party, the Parties agree to enter good faith negotiations to establish just and reasonable rates and reciprocal compensation on a timely basis.

9. Notices

Notices given by one Party to the other Party under this Agreement shall be in writing and shall be (a) delivered personally, (b) delivered by express delivery service, or (c) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested, to the following addresses of the Parties:

To Comcast Phone:

John Sullivan
Comcast Phone
Vice President and Chief Counsel,
Telephony
1500 Market Street
Philadelphia, PA 19102
With a copy to:

Beth Choroser
Comcast Phone
Senior Director, Regulatory Compliance
1500 Market Street
Philadelphia, PA 191202

To Verizon Wireless:

Verizon Wireless
One Verizon Place
Alpharetta, GA 30004
Attn.: Director—Wireline Interconnection
Mail Code GA3B1REG

With a copy to:

Verizon Wireless
1300 I Street, NW—Suite 400W
Washington, DC 20005
Attn.: Regulatory Counsel—Interconnection

Notices will be deemed given as of the earlier of: (i) the date of actual receipt; (ii) the next business day when notice is sent via express mail or personal delivery; (iii) three (3) days after mailing in the case of certified U.S. mail. The Parties may change their notice information by providing written notice pursuant to this section.

In order to facilitate trouble reporting and to coordinate the repair of interconnection facilities, trunks, and other interconnection arrangements provided by the Parties under this Agreement, each Party has established a single point of contact available 24 hours per day, seven days per week, at telephone numbers to be provided by the Parties. Each Party shall call the other at these respective telephone numbers to report trouble with connection facilities, trunks, and other interconnection arrangements, to inquire as to the status of trouble ticket numbers in progress, and to escalate trouble resolution.

24-Hour Network Management or Emergency Contact:

For Comcast Phone:
NOC Contact Number: 1-877-501-8310

For Verizon Wireless:
NOC Contact Number: 1-800-852-2671

Before either Party reports a trouble condition, it must first use its reasonable efforts to isolate the trouble to the other Party's facilities, service, and arrangements. Each Party will advise the other of any critical nature of the inoperative facilities, service, and arrangements and any need for expedited clearance of trouble. In cases where a Party has indicated the essential or critical need for restoration of the facilities, services or arrangements, the other Party shall use its best efforts to expedite the clearance of trouble.

10. Assignment

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

This Agreement shall be binding on and inure to the benefit of the respective successors and permitted assignees of the Parties.

11. Compliance

Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

12. Change of Law

The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Telecommunications Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of any amendment to the Telecommunications Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement or other legal action purporting to apply the provisions of the Telecommunications Act to the Parties or in which the FCC or the Commission makes a generic determination that is generally applicable which revises, modifies or reverses the Applicable Rules (individually and collectively, Amended Rules), either Party may, to the extent permitted or required, by providing written notice to the other Party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement.

13. Regulatory Approval

The Parties understand and agree that this Agreement will be filed with the Commission. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under § 252(e) of the Act without modification. The Parties, however, reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement. In the event the Commission or FCC rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion(s). Further, this Agreement may be subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction.

The Parties agree that their entrance into this Agreement is without prejudice to any positions they may have taken previously, or may take in future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements covered in this Agreement.

14. Governing Law

For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the FCC, the exclusive jurisdiction and remedy for all such claims shall be as provided for by the FCC and the Act. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the Commission, the exclusive jurisdiction for all such claims shall be with the Commission, and the exclusive remedy for such claims shall be as provided for by such Commission. In all other respects, this Agreement shall be governed by the domestic laws of the State of New York without reference to conflict of law provisions.

15. Non-Severability

The services, arrangements, terms, and conditions of this Agreement were mutually negotiated by the Parties as a total arrangement and are intended to be non-severable. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of federal or state law, or any regulations or orders adopted pursuant to such law.

16. Indemnification

Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party ("Indemnified Party") from and against loss, cost, claim liability, damage, and expense (including reasonable attorney's fees) to customers and other third parties for:

- A. damage to tangible personal property or for personal injury proximately caused by the negligence or willful misconduct of the Indemnifying Party, its employees, agents or contractors;
- B. claims for libel, slander, or infringement of copyright arising from the material transmitted over the Indemnified Party's facilities arising from the Indemnifying Party's own communications or the communications of such Indemnifying Party's customers; and
- C. claims for infringement of patents arising from combining the Indemnified Party's facilities or services with, or the using of the Indemnified Party's services or facilities in connection with, facilities of the Indemnifying Party.

Neither Party shall accept terms of a settlement that involves or references the other Party in any matter without the other Party's approval.

Notwithstanding this indemnification provision or any other provision in the Agreement, neither Party, nor its parent, subsidiaries, affiliates, agents, servants, or employees, shall be liable to the other for Consequential Damages (as defined in the Limitation of Liability section below).

The Indemnified Party will notify the Indemnifying Party promptly in writing of any claims, lawsuits, or demands by customers or other third parties for which the Indemnified Party alleges

that the Indemnifying Party is responsible under this Section, and, if requested by the Indemnifying Party, will tender the defense of such claim, lawsuit or demand.

- A. In the event the Indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the Indemnified Party may proceed to defend or settle said action and the Indemnifying Party shall hold harmless the Indemnified Party from any loss, cost liability, damage and expense.
- B. In the event the Party otherwise entitled to indemnification from the other elects to decline such indemnification, then the Party making such an election may, at its own expense, assume defense and settlement of the claim, lawsuit or demand.
- C. The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit.
- D. Neither Party shall accept the terms of a settlement that involves or references the other Party in any matter without the other Party's approval.

17. Limitation of Liability

No liability shall attach to either Party, its parents, subsidiaries, affiliates, agents, servants, employees, officers, directors, or partners for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, terminating, changing, or providing or failing to provide services or facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the services or facilities) in the absence of gross negligence or willful misconduct.

Except as otherwise provided in the Indemnification section, no Party shall be liable to the other Party for any loss, defect or equipment failure caused by the conduct of the first Party, its agents, servants, contractors or others acting in aid or concert with that Party, except in the case of gross negligence or willful misconduct.

Except as otherwise provided in the Indemnification section, no Party shall have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including but not limited to loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages.

18. DISCLAIMER

EXCEPT AS OTHERWISE PROVIDED HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES PROVIDED HEREUNDER. ADDITIONALLY, NEITHER PARTY ASSUMES ANY RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER PARTY WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD-PARTY.

19. Entire Agreement

This Agreement constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

20. Authorization

Comcast Phone is a Limited Liability Company duly organized, validly existing and in good standing under the laws of the state of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to any necessary regulatory approval. Verizon Wireless is duly organized and validly existing under the laws of the State(s) in which the Parties exchange traffic pursuant to this Agreement and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to any necessary regulatory approval.

21. Independent Contractors

Neither this Agreement, nor any actions taken by Verizon Wireless or Comcast Phone in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between Verizon Wireless and Comcast Phone, or any relationship other than that of purchaser and seller of services. Neither this Agreement, nor any actions taken by Verizon Wireless or Comcast Phone in compliance with this Agreement, shall create a contractual, agency, or any other type of relationship or third party liability between Verizon Wireless and Comcast Phone end users or others.

22. Force Majeure

Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected. If any Force Majeure condition occurs, the Party delayed or unable to perform shall give immediate notice to the other Party as soon as reasonably possible and shall take all reasonable steps to correct the Force Majeure condition. During the pendency of the Force Majeure, the duties of the Parties under this Agreement affected by the Force Majeure condition shall be abated and shall resume without liability thereafter.

23. Confidentiality

Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a Disclosing Party) that is furnished or made available or otherwise disclosed to the other Party or any of its employees, contractors, or agents (its "Representatives" and with a Party, a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be clearly and conspicuously marked "Confidential" or "Proprietary" or with other similar notice, and, if oral or visual, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Proprietary Information, whether or not marked as such includes, without limitation: oral or written negotiation, orders for services, usage information in any form and Customer Proprietary Network Information as that term is defined in the Act and rules and regulations of the FCC. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, such information: (i) shall be held in confidence by each Receiving Party; (ii) shall be disclosed to only those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used by those persons only for such purposes; and (iii) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of such use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law, upon advice of counsel, only in accordance with this section of this Agreement.

If any Receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure unless expressly forbidden by such governmental authority and/or applicable law. The Disclosing Party may then seek appropriate protective relief from all or part of such requirement. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief that such Disclosing Party chooses to obtain.

In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers, and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.

24. Taxes

Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges). Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is

claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide such sale for resale tax exemption certificate will result in no exemption being available to the purchasing Party.

25. Non-Waiver

Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege. By agreeing to the bill and keep arrangement for reciprocal compensation, Comcast Phone does not abrogate or waive any previous rights it may have had under tariff for services rendered to Verizon Wireless

26. Publicity and Use of Trademarks or Service Marks

Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

27. Joint Work Product

This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms. In the event of any ambiguities, no inferences shall be drawn against either Party.

28. No Third Party Beneficiaries; Disclaimer of Agency

This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a party as a legal representative or agent of the other Party; nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, in the name of, or on behalf of the other Party, unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

29. No License

No license under patents, copyrights, or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party, or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

30. Technology Upgrades

Nothing in this Agreement shall limit either Parties' ability to upgrade its network through the incorporation of new equipment, new software or otherwise, provided it is to industry standards, and that the Party initiating the upgrade shall provide the other Party written notice at least ninety (90) days prior to the incorporation of any such upgrade in its network which will materially impact the other Party's service (expressly excepting minor outages associated with testing and routine network upgrades). Each Party shall be solely responsible for the cost and effort of accommodating such changes in its own network.

31. Foreign-Based Services

Each Party represents, warrants, and covenants that no service performed by such Party pursuant to this Agreement shall be provided, directed, controlled, supervised, or managed, and no data or customer communication (voice or data) of the other Party relating to any such service shall be stored or transmitted, at, in, or through, a site located outside of the United States without the advance written consent of the other Party.

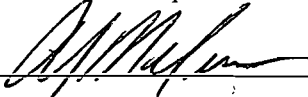
32. Signature Authority

Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

IN WITNESS WHEREOF, each Party has executed this Agreement to be effective as of the date signed by both Parties below.

Cellco Partnership d/b/a Verizon Wireless

By



Name: Anthony J. Melone

Title: VP Network Operations Support

Date

1/5/06

Comcast Phone, LLC

By



Name: Catherine Avgiris

Title: Senior VP, General Manager Telephony

Date

11/28/05

Exhibit A

Exhibit A

State	Comcast Phone Legal Entity	Verizon Wireless Legal Entity
AR	Comcast Phone of Arkansas, LLC d/b/a Comcast Digital Phone	Verizon Wireless Tennessee Partnership
CA	Comcast Phone of California, LLC	California RSA No. 4 Limited Partnership Cellco Partnership Fresno MSA Limited Partnership GTE Mobilnet of California Limited Partnership GTE Mobilnet of Santa Barbara Limited Partnership Los Angeles SMSA Limited Partnership Modoc RSA Limited Partnership Oxnard/Ventura/Simi Limited Partnership Redding MSA Limited Partnership Sacramento Valley Limited Partnership Verizon Wireless (VAW) LLC Verizon Wireless Area Communications Inc. Verizon Wireless Power Partners Inc.
CO	Comcast Phone of Colorado, LLC d/b/a Comcast Digital Phone	Cellco Partnership Cellular Inc. Network Corporation Colorado RSA No. 3 Limited Partnership CommNet Cellular License Holding LLC Platte River Cellular of Colorado Limited Partnership Pueblo Cellular, Inc. Sangre DeCristo Cellular, Inc. Smoky Hill Cellular of Colorado Limited Partnership Verizon Wireless (VAW) LLC Verizon Wireless Area Communications Inc.

Exhibit A

CT	Comcast Phone of Connecticut, Inc.	Cellco Partnership
DE	Comcast Phone of Delaware, LLC d/b/a Comcast Digital Phone	Cellco Partnership Verizon Wireless Power Partners Inc.
DC	Comcast Phone of D.C., LLC	Cellco Partnership Verizon Wireless Area Communications Inc. Washington, DC SMSA Limited Partnership
FL	Comcast Phone of Florida, LLC d/b/a Comcast Digital Phone	Verizon Wireless of the East LP Verizon Wireless Personal Communications LP Verizon Wireless Power Partners Inc.
GA	Comcast Phone of Georgia, LLC	Athens Cellular, Inc. Cellco Partnership Southwestco Wireless L.P. Verizon Wireless (VAW) LLC Verizon Wireless of the East LP Verizon Wireless Tennessee Partnership
IL	Comcast Phone of Illinois, LLC d/b/a Comcast Digital Phone	Cellco Partnership Chicago 10MHz LLC Chicago SMSA Limited Partnership CyberTel Cellular Telephone Company GTE Wireless of the Midwest Incorporated Illinois RSA 1 Limited Partnership Illinois RSA 6 and 7 Limited Partnership Illinois SMSA Limited Partnership Rockford MSA Limited Partnership Southern & Central Wireless, LLC
IN	Comcast Phone of Central Indiana, LLC	Cellco Partnership Chicago SMSA Limited Partnership GTE Mobilnet of Fort Wayne Limited Partnership

Exhibit A

		GTE Mobilnet of Indiana Limited Partnership GTE Mobilnet of Indiana RSA #3 Limited Partnership GTE Mobilnet of Indiana RSA #6 Limited Partnership GTE Mobilnet of Terre Haute Limited Partnership GTE Wireless of the Midwest Incorporated Indiana RSA #1 Limited Partnership Indiana RSA 2 Partnership New Par Southern Indiana RSA Limited Partnership
KS	Comcast Phone of Kansas, LLC	Topeka Cellular Telephone Company, Inc. Verizon Wireless (VAW) LLC
MD	Comcast Phone of Maryland, Inc. d/b/a Comcast Digital Phone	Cellco Partnership Verizon Wireless Area Communications Inc. Washington, DC SMSA Limited Partnership
MD	Comcast Phone of Northern Maryland, Inc.	Cellco Partnership Verizon Wireless Area Communications Inc. Washington, DC SMSA Limited Partnership
MA	Comcast Phone of Massachusetts, Inc.	Cellco Partnership Pittsfield Cellular Telephone Company Verizon Wireless Area Communications Inc. Verizon Wireless Power Partners Inc.
MI	Comcast Phone of Michigan, LLC	Cellco Partnership Muskegon Cellular Partnership New Par Verizon Wireless Power Partners Inc.
MO	Comcast Phone of Missouri, LLC d/b/a Comcast Digital Phone	Cellco Partnership CyberTel Cellular Telephone Company St. Joseph CellTelco Verizon Wireless (VAW) LLC

Exhibit A

NH	Comcast Phone of New Hampshire, LLC	Cellco Partnership New Hampshire RSA 2 Partnership Vermont RSA Limited Partnership
NM	Comcast Phone of New Mexico, LLC	Cellco Partnership GTE Mobilnet of the Southwest LLC New Mexico RSA 3 Limited Partnership New Mexico RSA 6-I Partnership New Mexico RSA No. 5 Limited Partnership Northern New Mexico Limited Partnership Verizon Wireless (VAW) LLC
NJ	Comcast Business Communications, Inc.	Allentown SMSA Limited Partnership Cellco Partnership New York SMSA Limited Partnership Verizon Wireless Power Partners Inc.
OH	Comcast Phone of Ohio, LLC d/b/a Comcast Digital Phone	Cellco Partnership GTE Wireless of the Midwest Incorporated New Par Springfield Cellular Telephone Company
OR	Comcast Phone of Oregon, LLC. d/b/a Comcast Digital Phone	Cellco Partnership Verizon Wireless (VAW) LLC Verizon Wireless Area Communications Inc.
PA	Comcast Phone of Pennsylvania, LLC d/b/a Comcast Digital Phone	Allentown SMSA Limited Partnership Cellco Partnership Northeast Pennsylvania SMSA Limited Partnership Pennsylvania 3 Sector 2 Limited Partnership Pennsylvania 4 Sector 2 Limited Partnership Pennsylvania RSA 1 Limited Partnership Pennsylvania RSA 6 (I) Limited Partnership Pennsylvania RSA No. 6 (II) Limited Partnership Pittsburgh SMSA Limited Partnership Verizon Wireless Power Partners Inc.

Exhibit A

TN	Comcast Phone of Tennessee, LLC	Verizon Wireless Tennessee Partnership
SC	Comcast Phone of South Carolina, Inc.	Anderson CellTelco Cellco Partnership Verizon Wireless of the East LP Verizon Wireless Power Partners Inc.
UT	Comcast Phone of Utah, LLC d/b/a Comcast Digital Phone	CommNet Cellular License Holding LLC The Great Salt Flats Partnership Utah RSA 6 Limited Partnership Verizon Wireless (VAW) LLC Verizon Wireless Power Partners Inc. Wasatch Utah RSA No. 2 Limited Partnership
VA	Comcast Phone of Virginia, Inc. d/b/a Comcast Digital Phone	Cellco Partnership Danville Cellular Telephone Company Limited Partnership Southern & Central Wireless, LLC Verizon Wireless Personal Communications LP Verizon Wireless Tennessee Partnership Virginia 10 RSA Limited Partnership Virginia RSA 5 Limited Partnership Washington, DC SMSA Limited Partnership
VA	Comcast Phone of Northern Virginia, Inc. d/b/a Comcast Digital Phone of Northern Virginia	Cellco Partnership Danville Cellular Telephone Company Limited Partnership Southern & Central Wireless, LLC Verizon Wireless Personal Communications LP Verizon Wireless Tennessee Partnership Virginia 10 RSA Limited Partnership Virginia RSA 5 Limited Partnership Washington, DC SMSA Limited Partnership

Exhibit A

WA	Comcast Phone of Washington, LLC d/b/a Comcast Digital Phone	Cellco Partnership Grays Harbor-Mason Cellular Limited Partnership Olympia Cellular Limited Partnership Seattle SMSA Limited Partnership Spokane MSA Limited Partnership Verizon Wireless (VAW) LLC
WI	Comcast Phone of Wisconsin, LLC	Duluth MSA Limited Partnership Verizon Wireless (VAW) LLC Verizon Wireless Personal Communications LP Verizon Wireless Power Partners Inc.
WV	Comcast Phone of West Virginia, LLC d/b/a Comcast Digital Phone	Cellco Partnership New Par