

## EXHIBIT 1 ARKANSAS PRICING – CELLULAR/PCS

### A. DIRECTORY ASSISTANCE (DA)

Callers will be permitted to request up to two listings per call.

Rate per call	\$0.2975
Transport Per Call	
0-1 mile	\$0.003561
1 to 25 miles	\$0.004304
25 to 50 miles	\$0.010164
50 miles	\$0.017547

### B. DIRECTORY ASSISTANCE CALL COMPLETION (DACC)

This usage rate applies to each DA call that has been completed to the requested number.

Rate per completed call	\$0.20
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### C. DIRECTORY ASSISTANCE – NATIONWIDE LISTING SERVICE (NLS)

Callers will be permitted to request up to two listings per call.

Rate per listing	\$0.65
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### D. CALL BRANDING / DACC ANNOUNCEMENTS

An initial non-recurring charge applies per state, per brand, per Operator Assistance switch for the establishment of Call Branding and/or requested changes to the standard DACC announcements. An additional non-recurring charge applies per state, per brand, per Operator Assistance switch for each subsequent change to the branding announcement and/or the DACC announcements. When multiple brands are required on a single Operator Services trunk, a per call charge applies.

Rate per initial load – Branding/DACC	\$1,866.00
Rate per subsequent load - Branding/DACC change	\$1,866.00
Per Call – Branding	\$0.0211

### E. DIRECTORY ASSISTANCE (DA) & DIRECTORY ASSISTANCE CALL COMPLETION (DACC) – SINGLE RATE OPTION

This usage rate is a combined rate for DA and DACC and applies to each call and, when selected by Carrier, applies to each call in lieu of the charges in Sections A and B above.

Rate per call	\$0.40
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### F. BILLING INFORMATION TAPE (BIT)

When Carrier chooses the "Multiple Rate Option".

Rate per tape	\$10.00
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## EXHIBIT 1 CALIFORNIA PRICING – CELLULAR/PCS

### A. DIRECTORY ASSISTANCE (DA)

411 utilizing an Ancillary Services Trunk Connection

Rates pursuant to California PUC No. A5.5.7

555 utilizing an Operator Services Trunk Connection

Rates pursuant to California PUC No. 175-T, Section 9.1

### B. CALL BRANDING

An initial non-recurring charge applies per brand, per switch, per Operator Assistance switch for the establishment of Call Branding. An additional non-recurring charge applies per state, per brand, per Operator Assistance switch for each subsequent change to the branding announcement.

Rate per initial load – Branding	\$447.96
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Rate per subsequent load – Branding	\$447.96
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## EXHIBIT 1 CONNECTICUT PRICING – CELLULAR/PCS

### A. DIRECTORY ASSISTANCE (DA)

Callers will be permitted to request up to two listings per call.

Rate per call	\$0.40
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### B. DIRECTORY ASSISTANCE CALL COMPLETION (DACC)

This usage rate applies to each DA call that has been completed to the requested number.

Rate per completed call	\$0.45
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### C. CALL BRANDING / DACC ANNOUNCEMENTS

Branding phrase(s) will be recorded on a per session basis. A session is defined as a single recording session, during which Customer's Branding phrase(s) are recorded.

Rate per Session	\$5.000.00
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## **EXHIBIT 1**

### **ILLINOIS PRICING – CELLULAR/PCS**

**A. DIRECTORY ASSISTANCE (DA)**

Rates pursuant to ILL.C.C. No. 21, Sections 9.7 (A) and (B).

**B. DIRECTORY ASSISTANCE CALL COMPLETION (DACC)**

Rates pursuant to ILL.C.C. No. 21, Section 9.7 (D).

**C. CALL BRANDING / DACC ANNOUNCEMENTS**

Rates pursuant to ILL.C.C. No. 21, Section 9.7 (C).

## **EXHIBIT 1**

### **INDIANA PRICING – CELLULAR/PCS**

**A. DIRECTORY ASSISTANCE (DA)**

Rates pursuant to FCC No. 2, Sections 9.7 (A) and (B).

**B. DIRECTORY ASSISTANCE CALL COMPLETION (DACC)**

Rates pursuant to FCC No. 2, Section 9.7 (D).

**C. CALL BRANDING / DACC ANNOUNCEMENTS**

Rates pursuant to FCC No. 2, Section 9.7 (C).

## EXHIBIT 1 KANSAS PRICING – CELLULAR/PCS

### A. DIRECTORY ASSISTANCE (DA)

Callers will be permitted to request up to two listings per call.

Rate per call	\$0.3548
Transport Per Call	
0-1 mile	\$0.0039
1 to 25 miles	\$0.0060
25 to 50 miles	\$0.0263
50 miles	\$0.0562

### B. DIRECTORY ASSISTANCE CALL COMPLETION (DACC)

This usage rate applies to each DA call that has been completed to the requested number.

Rate per completed call	\$0.20
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### C. DIRECTORY ASSISTANCE – NATIONWIDE LISTING SERVICE (NLS)

Callers will be permitted to request up to two listings per call.

Rate per listing	\$0.65
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### D. CALL BRANDING / DACC ANNOUNCEMENTS

An initial non-recurring charge applies per state, per brand, per Operator Assistance switch for the establishment of Call Branding and/or requested changes to the standard DACC announcements. An additional non-recurring charge applies per state, per brand, per Operator Assistance switch for each subsequent change to the branding announcement and/or the DACC announcements. When multiple brands are required on a single Operator Services trunk, a per call charge applies.

Rate per initial load – Branding/DACC	\$1,690.00
Rate per subsequent load - Branding/DACC change	\$1,690.00
Per Call – Branding	\$0.0317

### E. DIRECTORY ASSISTANCE (DA) & DIRECTORY ASSISTANCE CALL COMPLETION (DACC) – SINGLE RATE OPTION

This usage rate is a combined rate for DA and DACC and applies to each call and, when selected by Carrier, applies to each call in lieu of the charges in Sections A and B above.

Rate per call	\$0.50
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### F. BILLING INFORMATION TAPE (BIT)

When Carrier chooses the "Multiple Rate Option".

Rate per tape	\$6.00
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## **EXHIBIT 1**

### **MICHIGAN PRICING – CELLULAR/PCS**

**A. DIRECTORY ASSISTANCE (DA)**

Rates pursuant to FCC No. 2, Sections 9.7 (A) and (B).

**B. DIRECTORY ASSISTANCE CALL COMPLETION (DACC)**

Rates pursuant to FCC No. 2, Section 9.7 (D).

**C. CALL BRANDING / DACC ANNOUNCEMENTS**

Rates pursuant to FCC No. 2, Section 9.7 (C).

## EXHIBIT 1

### MISSOURI PRICING – CELLULAR/PCS

#### A. DIRECTORY ASSISTANCE (DA)

Callers will be permitted to request up to two listings per call.

Rate per call	\$0.2975
Transport Per Call	
0-1 mile	\$0.0028
1 to 25 miles	\$0.0060
25 to 50 miles	\$0.0222
50 miles	\$0.0351

#### B. DIRECTORY ASSISTANCE CALL COMPLETION (DACC)

This usage rate applies to each DA call that has been completed to the requested number.

Rate per completed call	\$0.20
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#### C. DIRECTORY ASSISTANCE – NATIONWIDE LISTING SERVICE (NLS)

Callers will be permitted to request up to two listings per call.

Rate per listing	\$0.65
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#### D. CALL BRANDING / DACC ANNOUNCEMENTS

An initial non-recurring charge applies per state, per brand, per Operator Assistance switch for the establishment of Call Branding and/or requested changes to the standard DACC announcements. An additional non-recurring charge applies per state, per brand, per Operator Assistance switch for each subsequent change to the branding announcement and/or the DACC announcements. When multiple brands are required on a single Operator Services trunk, a per call charge applies.

Rate per initial load – Branding/DACC	\$1,718.00
Rate per subsequent load - Branding/DACC change	\$1,718.00
Per Call – Branding	\$0.0425

#### E. DIRECTORY ASSISTANCE (DA) & DIRECTORY ASSISTANCE CALL COMPLETION (DACC) – SINGLE RATE OPTION

This usage rate is a combined rate for DA and DACC and applies to each call and, when selected by Carrier, applies to each call in lieu of the charges in Sections A and B above.

Rate per call	\$0.50
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#### F. BILLING INFORMATION TAPE (BIT)

When Carrier chooses the “Multiple Rate Option”.

Rate per tape	\$6.00
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## EXHIBIT 1 NEVADA PRICING – CELLULAR/PCS

### A. DIRECTORY ASSISTANCE (DA)

Rates pursuant to the Nevada Tariff P.S.C.N. No. C9-A, Section 9.6

### B. CALL BRANDING

An initial non-recurring charge applies per state, per brand, per Operator Assistance switch for the establishment of Call Branding. An additional non-recurring charge applies per state, per brand, per Operator Assistance switch for each subsequent change to the branding announcement.

Rate per initial load – Branding	\$500.00
Rate per subsequent load – Branding	\$500.00

## **EXHIBIT 1**

### **OHIO PRICING – CELLULAR/PCS**

**A. DIRECTORY ASSISTANCE (DA)**

Rates pursuant to FCC No. 2, Sections 9.7 (A) and (B).

**B. DIRECTORY ASSISTANCE CALL COMPLETION (DACC)**

Rates pursuant to FCC No. 2, Section 9.7 (D).

**C. CALL BRANDING / DACC ANNOUNCEMENTS**

Rates pursuant to FCC No. 2, Section 9.7 (C).

## EXHIBIT 1 OKLAHOMA PRICING – CELLULAR/PCS

### A. DIRECTORY ASSISTANCE (DA)

Callers will be permitted to request up to two listings per call.

Rate per call	\$0.2975
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### B. DIRECTORY ASSISTANCE CALL COMPLETION (DACC)

This usage rate applies to each DA call that has been completed to the requested number.

Rate per completed call	\$0.20
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### C. DIRECTORY ASSISTANCE – NATIONWIDE LISTING SERVICE (NLS)

Callers will be permitted to request up to two listings per call.

Rate per listing	\$0.65
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### D. CALL BRANDING / DACC ANNOUNCEMENTS

An initial non-recurring charge applies per state, per brand, per Operator Assistance switch for the establishment of Call Branding and/or requested changes to the standard DACC announcements. An additional non-recurring charge applies per state, per brand, per Operator Assistance switch for each subsequent change to the branding announcement and/or the DACC announcements. When multiple brands are required on a single Operator Services trunk, a per call charge applies.

Rate per initial load – Branding/DACC	\$1,737.06
Rate per subsequent load - Branding/DACC change	\$1,737.06
Per Call – Branding	\$0.021845

### E. DIRECTORY ASSISTANCE (DA) & DIRECTORY ASSISTANCE CALL COMPLETION (DACC) – SINGLE RATE OPTION

This usage rate is a combined rate for DA and DACC and applies to each call and, when selected by Carrier, applies to each call in lieu of the charges in Sections A and B above.

Rate per call	\$0.65
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### F. BILLING INFORMATION TAPE (BIT)

When Carrier chooses the "Multiple Rate Option".

Rate per tape	\$6.00
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## EXHIBIT 1 TEXAS PRICING – CELLULAR/PCS

### A. DIRECTORY ASSISTANCE (DA)

Callers will be permitted to request up to two listings per call.

Rate per call	\$0.25
Transport Per Call	
0-1 mile	\$0.0026
1 to 8 miles	\$0.0055
8 to 16 miles	\$0.0061
16 to 25 miles	\$0.0065
25 to 50 miles	\$0.0104
50 to 100 miles	\$0.0148
over 100 miles	\$0.0222

### B. DIRECTORY ASSISTANCE CALL COMPLETION (DACC)

This usage rate applies to each DA call that has been completed to the requested number.

Rate per completed call	\$0.20
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### C. DIRECTORY ASSISTANCE – NATIONWIDE LISTING SERVICE (NLS)

Callers will be permitted to request up to two listings per call.

Rate per listing	\$0.65
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### D. CALL BRANDING / DACC ANNOUNCEMENTS

An initial non-recurring charge applies per state, per brand, per Operator Assistance switch for the establishment of Call Branding and/or requested changes to the standard DACC announcements. An additional non-recurring charge applies per state, per brand, per Operator Assistance switch for each subsequent change to the branding announcement and/or the DACC announcements. When multiple brands are required on a single Operator Services trunk, a per call charge applies.

Rate per initial load – Branding/DACC	\$1,745.00
Rate per subsequent load - Branding/DACC change	\$1,745.00
Per Call – Branding	\$0.0312

### E. DIRECTORY ASSISTANCE (DA) & DIRECTORY ASSISTANCE CALL COMPLETION (DACC) – SINGLE RATE OPTION

This usage rate is a combined rate for DA and DACC and applies to each call and, when selected by Carrier, applies to each call in lieu of the charges in Sections A and B above.

Rate per call	\$0.40
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### F. BILLING INFORMATION TAPE (BIT)

When Carrier chooses the "Multiple Rate Option".

Rate per tape	\$6.00
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## **EXHIBIT 1**

### **WISCONSIN PRICING – CELLULAR/PCS**

**A. DIRECTORY ASSISTANCE (DA)**

Rates pursuant to FCC No. 2, Sections 9.7 (A) and (B).

**B. DIRECTORY ASSISTANCE CALL COMPLETION (DACC)**

Rates pursuant to FCC No. 2, Section 9.7 (D).

**C. CALL BRANDING / DACC ANNOUNCEMENTS**

Rates pursuant to FCC No. 2, Section 9.7 (C).

# **APPENDIX CELLULAR/PCS EMERGENCY SERVICE ACCESS (E9-1-1)**

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## CELLULAR/PCS EMERGENCY SERVICE ACCESS (E9-1-1)

### 1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for 911 Service Access provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) to Wireless Carriers for access to the applicable AT&T-owned ILEC's 911 and E911 Databases, and interconnection to an AT&T-owned ILEC's 911 Selective Router for the purpose of Call Routing of 911 calls completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act.
- 1.2 Wireless E911 Service Access is a service which enables Carrier's use of AT&T-13STATE 911 network service elements which AT&T-13STATE uses in the provision of E911 Universal Emergency Number/ 911 Telecommunications Services, where AT&T-13STATE is the 911 service provider. E911 Authority purchases Universal Emergency Number/911 Telecommunications Service from AT&T-13STATE. Wireless E911 Service Access makes available to Carrier only the service configuration purchased by the E911 Authority from AT&T-13STATE. AT&T-13STATE shall provide Wireless E911 Service Access to Carrier as described in this Appendix, in each area in which (i) Carrier is authorized to provide CMRS and (ii) AT&T-13STATE is the 911 service provider. The Federal Communications Commission has, in FCC Docket 94-102, ordered that providers of CMRS make available to their end users certain E9-1-1 services, and has established clear and certain deadlines and by which said service must be available. Wireless E911 Service Access is compatible with Carrier's Phase I and Phase II E911 obligations.
- 1.3 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.4 **AT&T-2STATE** - As used herein, **AT&T-2STATE** means **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.
- 1.5 **AT&T-13STATE** - As used herein, **AT&T-13STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T SOUTHWEST REGION 5-STATE**, **AT&T-2STATE** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.6 **AT&T CALIFORNIA** - As used herein, **AT&T CALIFORNIA** means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T-owned ILEC doing business in California.
- 1.7 **AT&T CONNECTICUT** - As used herein, **AT&T CONNECTICUT** means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.8 **AT&T MIDWEST REGION 5-STATE** - As used herein, **AT&T SOUTHWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.9 **AT&T NEVADA** - As used herein, **AT&T NEVADA** means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T-owned ILEC doing business in Nevada.
- 1.10 **AT&T SOUTHWEST REGION 5-STATE** - As used herein, **AT&T SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T



Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

- 1.11 The prices at which AT&T-13STATE agrees to provide Carrier with E911 Service Access is contained in the applicable Appendix Pricing and/or the applicable State Access Services tariff where stated.

## 2. DEFINITIONS

- 2.1 "**911 System**" means the set of network, database and customer premise equipment (CPE) components required to provide 911 service.
- 2.2 "**911 Call(s)**" means a call made by an Carrier's Wireless End User by dialing "911" (and, as necessary, pressing the "Send" or analogous transmitting button) on a Wireless Handset.
- 2.3 "**Alternate PSAP**" means a Public Safety Answering Point (PSAP) designated to receive calls when the primary PSAP is unable to do so.
- 2.4 "**Automatic Location Identification**" or "**ALI**" means the necessary location data stored in the 911 Selective Routing/ALI Database, which is sufficient to identify the tower and/or face from which a wireless call originates.
- 2.5 "**Automatic Location Identification Database**" or "**ALI Database**" means the emergency service (E911) database containing caller information. Caller information may include, but is not limited to, the carrier name, Call Back Number, and Cell Site/Sector Information.
- 2.6 "**Automatic Number Identification**" or "**ANI**" means a signaling parameter that refers to the number transmitted through a network identifying a pANI. With respect to 911 and E911, "ANI" means a feature by which the pANI is automatically forwarded to the 911 Selective Routing Switch and to the PSAP's Customer Premise Equipment (CPE) for display.
- 2.7 "**Call Back Number**" means the Mobile Identification Number (MIN) or Mobile Directory Number (MDN), whichever is applicable, of a Carrier's Wireless End User who has made a 911 Call, which may be used by the PSAP to call back the Carrier's Wireless End User if a 911 Call is disconnected, to the extent that it is a valid, dialable number.
- 2.8 "**Call Path Associated Signaling**" or "**CAS**" means a wireless 9-1-1 solution set that utilizes the voice transmission path to also deliver the Mobile Directory Number (MDN) and the caller's location to the PSAP.
- 2.9 "**Centralized Automatic Message Accounting (CAMA) Trunk**" means a trunk that uses Multi-Frequency (MF) signaling to transmit calls from the Carrier's switch to an AT&T-13STATE E911 Selective Router.
- 2.10 "**Cell Sector**" means a geographic area defined by Carrier (according to Carrier's own radio frequency coverage data), and consisting of a certain portion or all of the total coverage area of a Cell Site.
- 2.11 "**Cell Sector Identifier**" means the unique alpha or alpha-numeric designation given to a Cell Sector that identifies that Cell Sector.
- 2.12 "**Cell Site/Sector Information**" means information that indicates to the receiver of the information the Cell Site location receiving a 911 Call made by a Carrier's Wireless End User, and which may also include additional information regarding a Cell Sector.
- 2.13 "**Common Channel Signaling/Signaling System 7 Trunk**" or "**CCS/SS7 Trunk** or **SS7 Signaling**" means a trunk that uses Integrated Services Digital Network User Part (ISUP) signaling to transmit ANI from Carrier's switch to an AT&T-13STATE 911 Selective Routing Tandem.
- 2.14 "**Company Identifier**" or "**Company ID**" means a three to five (3 to 5) character identifier chosen by the Carrier that distinguishes the entity providing dial tone to the End User. The Company ID is maintained by NENA in a nationally accessible database.

- 2.15 **"Database Management System" or "DBMS"** means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or ALI for 911 systems.
- 2.16 **"Designated PSAP"** means the PSAP designated to receive a 911 Call based upon the geographic location of the Cell Site. A "Default PSAP" is the PSAP designated to receive a 911 Call in the event the Selective Router is unable to determine the Designated PSAP. The "Alternate PSAP" is the PSAP that may receive a 911 Call in the event the Designated PSAP is unable to receive the 911 call.
- 2.17 **"E911 Authority"** means a municipality or other State or Local government unit, or an authorized agent of one or more municipalities or other State or Local government units to whom authority has been lawfully as the administrative entity to manage a public emergency telephone system for emergency police, fire, and emergency medical services through the use of one telephone number, 911.
- 2.18 **"E911 Service"** means the functionality to route wireless 911 calls and the associated caller and/or location data of the wireless end user to the appropriate Public Safety Answering Point.
- 2.19 **"E911 Trunk"** means one-way terminating circuits which provide a trunk-side connection between Carrier's MSC and AT&T-13STATE 911 Tandem equipped to provide access to 911 services as technically defined in Telcordia Technical Reference GR145-CORE.
- 2.20 **"E911 Universal Emergency Number Service"** (also referred to as "Expanded 911 Service" or "Enhanced 911 Service") or **"E911 Service"** means a telephone exchange communications service whereby a PSAP answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunks and includes ANI, ALI, and/or Selective Routing (SR).
- 2.21 **"Emergency Services"** means police, fire, ambulance, rescue, and medical services.
- 2.22 **"Emergency Service Routing Digits" or "ESRD"** is a digit string that uniquely identifies a base station, Cell Site, or sector that may be used to route emergency calls through the network in other than an NCAS environment.
- 2.23 **"Emergency Service Routing Key" or "ESRK"** is a 10 digit routable, but not necessarily dialable, number that is used not only for routing but also as a correlator, or key, for the mating of data that is provided to the PSAP (a.k.a. 911 Center) by different paths, such as via the voice path and ALI data path in an NCAS environment.
- 2.24 **"Hybrid CAS"** means a wireless 9-1-1 solution set that utilizes one transmission path to deliver the voice and Mobile Directory Number (MDN) to the PSAP and a separate transmission path to deliver the callers location information to the PSAP.
- 2.25 **"Meet Point"** means the demarcation between the AT&T-13STATE network and the Carrier network.
- 2.26 **"Mobile Directory Number" or "MDN"** means a 10-digit dialable directory number used to call a Wireless Handset.
- 2.27 **"Mobile Identification Number" or "MIN"** means a 10-digit number assigned to and stored in a Wireless Handset.
- 2.28 **"National Emergency Number Association" or "NENA"** means the not-for-profit corporation established in 1982 to further the goal of "One Nation-One Number". NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.
- 2.29 **"Non-Call path Associated Signaling" or "NCAS"** means a wireless 9-1-1 solution set that utilizes one transmission path to deliver the voice and a separate transmission path to deliver the Mobile Directory Number and the caller's location to the PSAP.

- 2.30 **"Phase I"** - as defined in CC Docket 94-102. Phase I data includes the Call Back Number and the associated 911 ALI.
- 2.31 **"Phase II"** - as defined in CC Docket 94-102. Phase II data includes XY coordinates, confidence factor and certainty.
- 2.32 **"Public Safety Answering Point" or "PSAP"** means an answering location for 911 calls originating in a given area. The E911 Authority may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.
- 2.33 **"Pseudo Automatic Number Identification (pANI)"** is a 10-digit telephone number used to support routing of wireless 911 calls. It is used to identify the Cell Site and/or cell sector from which the call originates, and is used to link the ALI record with the caller's MDN.
- 2.34 **"Selective Routing" or "SR"** means an E911 feature that routes an E911 call from a 911 Selective Routing Switch to the Designated or Primary PSAP based upon the pANI associated with the originating Cell Site and/or Cell Sector.
- 2.35 **"Service Provider"** means an entity that provides one or more of the following 911 elements; network, database, or CPE.
- 2.36 **"Shell Record"** means a partial ALI record which requires a dynamic update of the ESRK, Call Back Number, Cell Site and Sector Information for a Phase I deployment, and XY location data for a Phase II deployment. The dynamic update requires input from the wireless carrier's network prior to updating the ALI record and forwarding to the appropriate PSAP.
- 2.37 **"Wireless Handset"** means the wireless equipment used by a wireless end user to originate wireless calls or to receive wireless calls.

### 3. AT&T-13STATE RESPONSIBILITIES

- 3.1 AT&T-13STATE shall provide and maintain such equipment at the E911 SR and the DBMS as is necessary to perform the E911 Services set forth herein when AT&T-13STATE is the 911 service provider. AT&T-13STATE shall provide 911 Service to Carrier in areas where Carrier is licensed to provide service and AT&T-13STATE provides the 911 System component. In such situations, AT&T-13STATE shall provide Carrier access to the AT&T-13STATE 911 System as described in this section.
- 3.2 Call Routing
  - 3.2.1 AT&T-13STATE will route 911 calls from the AT&T-13STATE SR to the designated Primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP. Alternate PSAPs not subscribing to the appropriate wireless service shall not receive all features associated with the primary wireless PSAP.
  - 3.2.2 When routing a 911 call and where AT&T-13STATE is the ALI Database Provider, in a Phase I application, AT&T-13STATE will forward the Phase I data as provided by the Carrier and in a Phase II application, AT&T-13STATE will forward the Phase I and Phase II data as provided by the Carrier.
- 3.3 Facilities and Trunking
  - 3.3.1 AT&T-13STATE shall provide and maintain sufficient dedicated E911 trunks from AT&T-13STATE's SR's to the PSAP of the E911 Customer, according to provisions of the applicable State Commission approved tariff and documented specifications of the E911 Authority.
  - 3.3.2 After receiving Carrier's order, AT&T-13STATE will provide, and Carrier agrees to pay for, transport facilities required for 911 trunk termination. Except as provided in Section 8.1, transport facilities shall be governed by the applicable AT&T-13STATE Access Services tariff. Additionally, when

Carrier requests diverse facilities, AT&T-13STATE will provide such diversity where technically feasible, at standard tariff rates.

3.3.3 AT&T-13STATE and Carrier will cooperate to promptly test all trunks and facilities between Carrier's network and the AT&T-13STATE SR(s).

3.3.4 AT&T-13STATE will be responsible for the coordination and restoration of all 911 network maintenance problems to Carrier's facility Meet Point.

#### 3.4 Database

3.4.1 Where AT&T-13STATE manages the 911 and E911 Databases and Carrier deploys a CAS or Hybrid-CAS Solution utilizing AT&T-13STATE E911 DBMS:

3.4.1.1 AT&T-13STATE shall store the Carriers ALI records in the electronic data processing database for the E911 DBMS.

3.4.1.2 AT&T-13STATE shall coordinate access to the AT&T-13STATE E911 DBMS for the initial loading and updating of Carrier ALI records.

3.4.1.3 AT&T-13STATE's ALI database shall accept electronically transmitted files that are based upon NENA standards.

3.4.2 Where AT&T-13STATE manages the 911 and E911 Databases, and Carrier deploys an NCAS solution:

3.4.2.1 Carriers designated third-party provider shall perform the above database functions.

3.4.2.2 AT&T-13STATE will provide a copy of the static MSAG received from the appropriate E911 Authority, to be utilized for the development of Shell ALI Records.

### 4. **CARRIER RESPONSIBILITIES**

#### 4.1 Call Routing

4.1.1 Where AT&T-13STATE is the 911 System Service Provider, Carrier will route 911 calls from Carrier's MSC to the AT&T-13STATE SR office of the 911 system.

4.1.2 Depending upon the network service configuration, Carrier will forward the ESRD and the MDN of the party calling 911 or the ESRK associated with the specific Cell Site and sector to the AT&T-13STATE 911 SR.

#### 4.2 Facilities and Trunking

4.2.1 Where specified by the E911 Authority, Carrier shall provide or order from AT&T-13STATE, transport and trunk termination to each AT&T-13STATE 911 SR that serves the areas in which Carrier is licensed to and will provide CMRS service.

4.2.2 Carrier shall maintain facility transport capacity sufficient to route 911 traffic over trunks dedicated for 911 interconnection between the Carrier's MSC and the AT&T-13STATE SR.

4.2.3 Carrier is responsible for determining the proper quantity of trunks and transport facilities from Carrier's MSC to interconnect with the AT&T-13STATE 911 SR.

4.2.4 Carrier acknowledges that its End Users in a single local calling scope may be served by different SRs and Carrier shall be responsible for providing facilities to route 911 calls from its End Users to the proper E911 SR.

4.2.5 Carrier shall provide a minimum of two (2) one-way outgoing trunk(s) dedicated for originating 911 Emergency Service calls from the Carrier's MSC to each AT&T-13STATE 911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable PSAP, the Parties agree to implement CCS/SS7 trunks rather than CAMA (MF) trunks.

- 4.2.6 Carrier is responsible for appropriate diverse facilities if required by applicable State Commission rules and regulations or if required by other governmental, municipal, or regulatory authority with jurisdiction over 911 services.
  - 4.2.7 Carrier shall engineer its 911 trunks to maintain a minimum P.01 grade of service as specified by NENA standards.
  - 4.2.8 In order to implement Phase II E911 Service, Carrier is responsible for ordering a 56K or 64K frame relay or fractional T-1 circuit ("Data Circuit") from Carrier's MSC to the appropriate AT&T-13STATE ALI server where AT&T-13STATE is the designated ALI Database Provider. Such Data Circuit may be ordered from AT&T-13STATE affiliate or vendor of Carrier's choice.
  - 4.2.9 Carrier shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If Carrier's traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, Carrier shall request additional circuits from AT&T-13STATE.
  - 4.2.10 Carrier will cooperate with AT&T-13STATE to promptly test all 911 trunks and facilities between Carrier's network and the AT&T-13STATE 911 Selective Router(s) to assure proper functioning of 911 service. Carrier agrees that it will not pass live 911 traffic until both parties complete successful testing.
  - 4.2.11 Carrier is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to Carrier's facility Meet Point. Carrier is responsible for advising AT&T-13STATE of the circuit identification and the fact that the circuit is a 911 circuit when notifying AT&T-13STATE of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. AT&T-13STATE will refer network trouble to Carrier if no defect is found in AT&T-13STATE's 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.
- 4.3 Database
- 4.3.1 Where AT&T-13STATE is the 911 System Service Provider, and Carrier deploys a CAS or Hybrid CAS Solution utilizing AT&T-13STATE 911 DBMS:
    - 4.3.1.1 Carrier or its representatives shall be responsible for providing Carrier's ALI Records to AT&T-13STATE, for inclusion in AT&T-13STATE's DBMS on a timely basis, once E911 trunking has been established and tested between Carrier's MSC and all appropriate SRs.
    - 4.3.1.2 Carrier or its agent shall provide initial and ongoing updates of Carrier's ALI Records that are in electronic format based upon established NENA standards.
    - 4.3.1.3 Carrier shall adopt use of a Company ID on all Carrier ALI Records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.
    - 4.3.1.4 Carrier is responsible for providing updates to AT&T-13STATE 911 DBMS; in addition, Carrier is responsible for correcting any errors that may occur during the entry of their data as reflected on the status and error report.
  - 4.3.2 Where AT&T-13STATE is the 911 System Service Provider, and Carrier deploys an NCAS solution:
    - 4.3.2.1 Carrier's designated third-party provider shall perform the above database functions.
    - 4.3.2.2 Carrier's designated third party shall be responsible for ensuring Carrier's Shell Records for ALI are submitted to AT&T-13STATE, for inclusion in AT&T-13STATE's 911 DBMS, on a timely basis, once E911 trunking has been established and tested between Carrier's MSC and all appropriate SRs.
    - 4.3.2.3 Carrier's third-party provider shall provide initial and ongoing updates of Carrier's Shell Records for ALI that are in electronic format based upon established NENA standards.

4.4 Other

4.4.1 Carrier is responsible for collecting from its End Users and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on the wireless service provider and/or End Users by any municipality or other governmental entity within whose boundaries the Carrier provides CMRS.

4.4.2 In the event that there is a valid E911 Phase II PSAP request, Carrier shall notify AT&T-13STATE Industry Markets 911 Account Manager at least five (5) months prior to Carrier's proposed Phase II implementation state.

5. **RESPONSIBILITIES OF BOTH PARTIES**

5.1 Jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from the Carrier's MSC to the designated AT&T-13STATE 911 Selective Router(s).

6. **METHODS AND PRACTICES**

6.1 With respect to all matters covered by this Appendix, each Party will comply with all of the following to the extent that they apply to E911 Service: (i) all FCC and applicable State Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, (iii) the terms and conditions of AT&T-13STATE's applicable Commission ordered tariff(s) and (iv) the principles expressed in the recommended standards published by NENA.

7. **CONTINGENCY**

7.1 The terms and conditions of this Appendix represent a negotiated plan for providing access to 911 and E911 Databases, and interconnection to an AT&T-owned ILEC 911 Selective Router for the purpose of Call Routing of 911 calls completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act.

7.2 The Parties agree that the E911 Service is provided for the use of the E911 Authority, and recognize the authority of the E911 Authority to establish service specifications and grant final approval (or denial) of service configurations offered by AT&T-13STATE and Carrier.

8. **BASIS OF COMPENSATION**

8.1 Carrier shall compensate AT&T-13STATE for the elements described in the Pricing Exhibit at the rates set forth in the Pricing Exhibit on a going forward basis. There shall be no true up or price adjustments for process charged for wireless 911 implementations accomplished via prior agreement or tariff prior to the effective date of this Appendix. The prices shall be considered interim in the States of Arkansas, Connecticut, Indiana, Kansas, Michigan, Missouri, Nevada, Oklahoma, and Texas until a tariff in the State in question has become effective for such elements. In addition, the Parties acknowledge that the interim rates set forth in the Appendix are based on the pricing methodology set forth in the *Letter from Thomas J. Sugrue, Chief Wireless Telecommunications Bureau, FCC to Marlys R. Davis, E-911 Program Manager, King County E-911 Program Office, dated May 7, 2001 ("King County Letter"* and affirmed in *The Order on Reconsideration In the matter of Revision of the Commission's Rules To Ensure Compatibility with Enhanced 911 Emergency Calling Systems Request of King County, Washington* (FCC 02-146). In the event that the final pricing methodology that is adopted in a particular State differs from the *King County Letter* methodology, the Parties agree to true up or true down the rates charged and amounts paid back to September 1, 2002. Except as set forth above, in the event AT&T-13STATE files a new or revised tariff after the effective date of this Appendix ("New Tariff") containing rates for one or more of the elements described in the Pricing Exhibit that vary from rates contained in a prior approved tariff or the rates specified in the Pricing Exhibit, or if such New Tariff contains additional or different elements, when the rates or elements in the New Tariff become effective, such rates or elements shall apply to the corresponding elements on a going forward basis from the date the rates in the New Tariff become effective. Finally, the

failure of the Pricing Exhibit to list charges for the Data Circuit does not negate any such charges for the Data Circuit, should Carrier elect to purchase such circuit from an AT&T-13STATE affiliate.

- 8.2 Charges for E911 Service shall begin once the trunks and facilities are installed and successfully tested between Carrier's network and AT&T-13STATE SR(s).

## 9. LIABILITY

- 9.1 AT&T-13STATE's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Appendix. AT&T-13STATE shall not be liable to Carrier, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after AT&T-13STATE has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from Carrier until service is restored.
- 9.2 Carrier's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Appendix. In the event Carrier provides E911 Service to AT&T-13STATE, Carrier shall not be liable to AT&T-13STATE, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after Carrier has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from AT&T-13STATE until service is restored.
- 9.3 Carrier agrees to release, indemnify, defend and hold harmless AT&T-13STATE from any and all Loss arising out of AT&T-13STATE's provision of E911 Service hereunder or out of Carrier's End Users' use of the E911 Service, whether suffered, made, instituted or asserted by Carrier, its End Users, or by any other parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by Carrier, its End Users or others, unless the act or omission proximately causing the Loss constitutes gross negligence, recklessness or intentional misconduct of AT&T-13STATE.
- 9.4 Carrier also agrees to release, indemnify, defend and hold harmless AT&T-13STATE from any and all Loss involving an allegation of the infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the E911 Service features and the equipment associated therewith, including by not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing E911 Service provided hereunder, unless the act or omission proximately causing the Loss constitutes the gross negligence, recklessness or intentional misconduct of AT&T-13STATE.

## 10. MUTUALITY

- 10.1 Carrier agrees that to the extent it offers the type of services covered by this Appendix to any company, that should AT&T-13STATE request such services, Carrier will provide such services to AT&T-13STATE under terms and conditions comparable to the terms and conditions contained in this Appendix.

## PRICING EXHIBIT

### 1. AT&T-2STATE CELLULAR/PCS E9-1-1:

#### 1.1 CALIFORNIA

Trunk Charge per Trunk:

Monthly \$ 26.00

Non-Recurring \$ 741.00

Facility rates can be found in the State Special Access Tariff.

#### 1.2 AT&T NEVADA

Trunk Charge Per Trunk:

Monthly Recurring: \$ 8.00

Non-Recurring \$ 175.07

Facility rates can be found in the State Special Access Tariff.



**2. AT&T MIDWEST REGION 5-STATE CELLULAR/PCS E9-1-1:****2.1 ILLINOIS**

Trunk Charge per Trunk:

Monthly \$ 19.99

Non-Recurring \$ 610.45

Facility rates can be found in the State Special Access Tariff.

**2.2 INDIANA**

Trunk Charge per Trunk:

Monthly \$ 26.64

Non-Recurring \$ 770.97

Facility rates can be found in the State Special Access Tariff.

**2.3 MICHIGAN**

Trunk Charge per Trunk:

Monthly \$ 19.81

Non-Recurring \$ 496.18

Facility rates can be found in the State Special Access Tariff.

**2.4 OHIO**

Trunk Charge per Trunk:

Monthly \$ 28.72

Non-Recurring \$ 436.62

Facility rates can be found in the State Special Access Tariff.

**2.5 WISCONSIN**

Trunk Charge per Trunk:

Monthly \$ 26.29

Non-Recurring \$ 737.59

Facility rates can be found in the State Special Access Tariff.

**3. AT&T SOUTHWEST REGION 5-STATE CELLULAR E9-1-1:****3.1 ARKANSAS**

Trunk Charge per Trunk:

Monthly \$ 22.86

Non-Recurring \$ 312.00

Facility rates can be found in the State Special Access Tariff.

**3.2 KANSAS**

Trunk Charge per Trunk:

Monthly \$ 22.86

Non-Recurring \$ 312.00

Facility rates can be found in the State Special Access Tariff.

**3.3 MISSOURI**

Trunk Charge per Trunk:

Monthly \$ 58.00

Non-Recurring \$ 170.00

Facility rates can be found in the State Special Access Tariff.

**3.4 OKLAHOMA**

Trunk Charge per Trunk:

Monthly \$ 33.22

Non-Recurring \$ 110.00

Facility rates can be found in the State Special Access Tariff.

**3.5 TEXAS**

Trunk Charge per Trunk:

Monthly \$ 39.00

Non-Recurring \$ 165.00

Facility rates can be found in the State Special Access Tariff.

**4. AT&T CONNECTICUT CELLULAR/PCS E9-1-1:**

Trunk Charge per Trunk:

Monthly                      \$ 14.39

Non-Recurring              \$ 0.00

Facility rates can be found in the State Special Access Tariff.

## APPENDIX WIRELESS NUMBER PORTABILITY

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## APPENDIX NUMBER PORTABILITY

### 1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Number Portability (NP) provided by AT&T-13STATE and Wireless Service Provider (WSP).
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 **AT&T-2STATE** - As used herein, **AT&T-2STATE** means **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.
- 1.4 **AT&T-4STATE** - As used herein, **AT&T-4STATE** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, and AT&T Oklahoma the applicable AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **AT&T-7STATE** - As used herein, **AT&T-7STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.6 **AT&T-8STATE** - As used herein, **AT&T-8STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA**, **AT&T NEVADA**, and **AT&T CONNECTICUT** the applicable AT&T owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.7 **AT&T-10STATE** - As used herein, **AT&T-10STATE** means **AT&T SOUTHWEST REGION 5-STATE** and **AT&T MIDWEST REGION 5-STATE** an the applicable AT&T owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.
- 1.8 **AT&T-12STATE** - As used herein, **AT&T-12STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE** and **AT&T-2STATE** the applicable AT&T owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.9 **AT&T-13STATE** - As used herein, **AT&T-13STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE**, **AT&T-2STATE** and **AT&T CONNECTICUT** the applicable AT&T owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.10 **AT&T ARKANSAS** - As used herein, **AT&T ARKANSAS** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, the applicable AT&T owned ILEC doing business in Arkansas.
- 1.11 **AT&T CALIFORNIA** - As used herein, **AT&T CALIFORNIA** means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T owned ILEC doing business in California.
- 1.12 **AT&T CONNECTICUT** - As used herein, **AT&T CONNECTICUT** means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.13 **AT&T KANSAS** - As used herein, **AT&T KANSAS** means Southwestern Bell Telephone Company d/b/a AT&T Kansas, the applicable AT&T owned ILEC doing business in Kansas.
- 1.14 **AT&T ILLINOIS** - As used herein, **AT&T ILLINOIS** means Illinois Bell Telephone Company d/b/a AT&T Illinois, the applicable AT&T-owned ILEC doing business in Illinois.

- 1.15 AT&T INDIANA - As used herein, AT&T INDIANA means Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, the applicable AT&T-owned ILEC doing business in Indiana.
- 1.16 AT&T MICHIGAN - As used herein, AT&T MICHIGAN means Michigan Bell Telephone Company d/b/a AT&T Michigan, the applicable AT&T-owned doing business in Michigan.
- 1.17 AT&T MIDWEST REGION 5-STATE - As used herein, AT&T MIDWEST REGION 5-STATE means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.18 AT&T MISSOURI - As used herein, AT&T MISSOURI means Southwestern Bell Telephone Company d/b/a AT&T Missouri, the applicable AT&T owned ILEC doing business in Missouri.
- 1.19 AT&T NEVADA - As used herein, AT&T NEVADA means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T owned ILEC doing business in Nevada.
- 1.20 AT&T OHIO - As used herein, AT&T OHIO means The Ohio Bell Telephone Company d/b/a AT&T Ohio, the applicable AT&T-owned ILEC doing business in Ohio.
- 1.21 AT&T OKLAHOMA - As used herein, AT&T OKLAHOMA means Southwestern Bell Telephone Company d/b/a AT&T Oklahoma, the applicable AT&T owned ILEC doing business in Oklahoma.
- 1.22 AT&T SOUTHWEST REGION 5-STATE - As used herein, AT&T SOUTHWEST REGION 5-STATE means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 1.23 AT&T TEXAS - As used herein, AT&T TEXAS means Southwestern Bell Telephone Company d/b/a AT&T Texas, the applicable AT&T owned ILEC doing business in Texas.
- 1.24 AT&T WISCONSIN - As used herein, AT&T WISCONSIN means Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC doing business in Wisconsin.

## 2. LOCAL NUMBER PORTABILITY (LNP)

### 2.1 General

The Parties agree that the Industry has established Location Routing Number (LRN) technology as the method by which Local Number Portability (LNP) will be provided in response to FCC Orders in FCC CC Docket 95-116 (i.e., First Report and Order and subsequent Orders issued to the date this Agreement was signed). As such, the Parties agree to provide LNP via LRN to each other on a reciprocal basis as required by such FCC Orders or Industry agreed upon practices.

### 2.2 Obligations of Both Parties

#### 2.2.1 The Parties shall:

2.2.1.1 disclose, upon request, any technical limitations that would prevent LNP implementation in a particular switching office; and

2.2.1.2 provide LNP services and facilities only where technically feasible, subject to the availability of facilities, and only from properly equipped central office.

2.2.2 Each Party shall deploy LNP software in all switches within the 100 largest Metropolitan Statistical Areas (MSAs) as per FCC CC Docket 95-116 (i.e. the First Report and Order and subsequent Orders issued to the date this Agreement was signed). Additionally, those areas identified as within the 100 largest MSAs as a result of the last Census Bureau report shall also be included within this mandatory group of number portable switches.

- 2.2.3 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User, the ported telephone number will be released back to the carrier owning the switch in which the telephone number's NXX is native within the time frames set forth in FCC CC Docket 95-116.
- 2.2.4 Each Party has the right to block default routed call entering a network in order to protect the public switched network from overload, congestion, or failure propagation.
- 2.2.5 Industry guidelines shall be followed regarding all aspects of porting numbers from one carrier to another, including but not limited to NANC Local Number Portability (LNP) Interservice Provider Operation Flows.
- 2.2.6 Intracompany testing shall be performed prior to the scheduling of intercompany testing.
- 2.2.7 Each Party will designate a single point of contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed time frame and must meet the criteria set forth by the Wireless Testing Sub-Committee (WTSC).
- 2.2.8 When a Party ports an End User's telephone number to its switch, that Party shall become responsible for the End User's E911 record and other related telecommunication items.
- 2.2.9 Each Party is responsible for advising the Number Portability Administration Center (NPAC) of telephone numbers that it imports and the associated data as identified in industry forums as being required for LNP.
- 2.2.10 All porting involving WSP will be handled via subscription versions submitted to the existing NPAC with downloads to Local SMS (LSMS).
- 2.2.11 The Parties agree that porting between wireless and wireline service providers will use existing wireline defined LNP porting intervals, including intervals for Firm Order Commitment (FOC) as set forth in the "North American Numbering Council, Local Number Portability (LNP), Inter Service Provider Operations Flows". Each Party is responsible for meeting the FOC intervals.
- 2.2.12 As part of the pre-ordering process, after receiving notification from the Party placing the porting request ("Requesting Party"), the other Party shall provide the Customer Service Record of the End User whose number is being ported upon request.
- 2.2.13 When either Party requests that an NXX in an LNP capable switch become portable, Parties shall follow the industry standard Local Exchange Routing Guide (LERG) procedure.
- 2.2.14 Consistent with Inter-Service Provider Local Number Portability (LNP) Operations Flows developed by the National Number Portability Operations (NNPO)/Wireless Number Portability Operations teams and as approved by the North American Numbering Council (NANC), the Local Service Request (LSR) will be the means of communication for all Local Number Portability (LNP) requests between Wireline and Wireless Carriers. Business rules supporting LNP ordering are to be based upon Ordering and Billing Forum (OBF) standards; for requests coming to AT&T, the AT&T 13-state Local Service Ordering Requirements (LSOR) shall be used. Parties agree that Number Portability LSRs will be submitted in one of the current supported versions of the AT&T 13-state LSOR consistent with LSR versioning rules supported by AT&T.
- 2.2.15 All NPA-NXXs within the top 100 MSAs will be marked portable in the LERG.
- 2.2.16 An LRN must be provided for all switches marked as LNP capable. The appropriate Party must be the LERG assigned code owner of the LRN's NPA/NXX. The operating company number (OCN) associated with this NPA/NXX will identify the provider. The LRN must be in the same Local Access and Transport Area (LATA) as the ported number. At minimum, there will be at least one (1) LRN per LATA per switch as documented in the Industry Numbering Committee ("INC") LRN guidelines.
- 2.2.17 If either Party operates as both local exchange carrier and wireless service provider, such party shall have a unique OCN and service provider identification number (SPID) assignments for each entity.



- 2.2.18 Prior to actual ordering, WSPs will move telephone numbers associated with their Type 1 trunks to the WSP's switch. Due to technical constraints, port in to Type 1 interconnection trunks will not be permitted. Type 1 trunks that are used exclusively for ancillary services (such as 911 Telecommunication Services, Directory Assistance, etc.) are exempt from this process. Parties agree to cooperate with the migration of telephone numbers associated with their Type 1 trunks to the WSP switch. This may include LERG reassignment, transfer of ownership of a block, or porting of individual numbers.
- 2.2.19 Both Parties will mark all Type 2 trunks to reflect the Common Language Location Identifier (CLLI) code of their host switch.
- 2.2.20 Both Parties shall be certified by the Regional NPAC prior to scheduling Intercompany testing of LNP.
- 2.2.21 Both Parties agree to complete and provide to the other Party a profile that contains information necessary for processing LSRs and for porting. The profile will request carrier name, carrier OCN, SPID, contact information, etc., necessary for the provisioning of all WSP porting requests.

### 2.3 Limitations of Service

- 2.3.1 Telephone numbers can be ported only within wireline toll rate centers or rate districts, which ever is a smaller geographic area, as approved by State Commissions.
- 2.3.2 Parties acknowledge that number portability is technically limited to rate center/rate district boundaries of the incumbent LEC due to rating/routing concerns. Additional boundary limitations, such as the wire center boundaries of the incumbent LEC may be required due to E911 or NPA serving restrictions and/or regulatory decisions.
- 2.3.3 AT&T-12STATE will deploy LNP software outside the 100 largest MSAs within six (6) months after receipt of Bona Fide Request (BFR) from WSP (see EXHIBIT 1).
- 2.3.4 Porting of choke/High Volume Call-In (HVCI) numbers must be accomplished by mutually agreed upon and technically feasible method consistent with NANC approved processes.
- 2.3.5 Neither Party shall be required to provide LNP for unassigned numbers. The foregoing sentence is not intended to prohibit porting telephone numbers associated with a wireless Type 1 DID group that have not been activated by the wireless carrier.
- 2.3.6 The Parties do not offer LNP services and facilities for NXX codes 555, 976, 950, or AT&T-12STATE Official Communications Services (OCS) NXXs.

### 2.4 Service Descriptions

- 2.4.1 The switch's LRN software determines if the called party is in a portable NXX. If the called party is in a portable NXX, a query is launched to the LNP database to determine whether or not the called number is ported.
- 2.4.2 When the called number with a portable NXX is ported, an LRN is returned to the switch that launched the query. Per industry standards, the LRN appears in the Called Party Number (CdPN) field of the SS7 message and the called number then appears in the GAP (Generic Address Parameter) field.
- 2.4.3 When the called number with a portable NXX is not ported, the call is completed as in the pre-LNP environment.
- 2.4.4 The Forward Call Identifier (FCI) field entry is changed from 0 to 1 by the switch triggering the query when a query is made, regardless of whether the called number is ported or not.
- 2.4.5 The WSP shall populate the Jurisdictional Identification Parameter (JIP) field with the first six (6) digits (NPA NXX format) of the appropriate LRN of the originating switch.

2.5 Pricing

- 2.5.1 Except as set forth in Section 3 – LNP Query Service and Section 4 – Coordinated Hot Cuts (CHC), neither Party shall charge the other Party or such Party's affiliate, subsidiary, or End User for the ordering, provisioning, or conversion of ported telephone numbers as a means to recover the costs associated with LNP.

3. **LNP QUERY SERVICE**

- 3.1 The N-1 carrier (N carrier is the responsible Party for terminating call to the End User) has the responsibility to determine if a query is required, to launch the query, and to route the call to the switch or network in which the telephone number resides.
- 3.2 If WSP chooses not to fulfill its N-1 carrier responsibility, AT&T-12STATE will perform default queries on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the switch or network in which the telephone number resides. In such event, AT&T-12STATE will charge and WSP agrees to pay the default queries charges set forth in:
- 3.2.1 AT&T MIDWEST REGION 5-STATE - Section 6 of the FCC No. 2 Access Services Tariff
- 3.2.2 AT&T NEVADA - Section 19 of the FCC No. 1 Access Services Tariff
- 3.2.3 AT&T CALIFORNIA - Section 13 of the FCC No. 1 Access Services Tariff
- 3.2.4 AT&T SOUTHWEST REGION 5-STATE - Section 34 of the FCC No. 73 Access Services Tariff.
- 3.3 AT&T-12STATE provides WSPs the optional use of the AT&T-12STATE LNP database via the SPNP Query Service-Database. When WSP orders SPNP Query Service-Database, AT&T-12STATE shall charge and WSP agrees to pay the SPNP Query Service-Database service charges set forth in the appropriate tariff cited in 3.2 above. The WSP's Signal Transfer Point (STP), tandem, and/or end office's LRN software will determine the need for, and triggers, the query. AT&T-12STATE's LNP database will determine if a number has, or has not, been ported and will provide LRN if a number is ported.
- 3.4 When purchasing the SPNP Query Service - Database, WSP will access AT&T-12STATE's facilities via an SS7 link to the AT&T-12STATE STP.
- 3.5 When purchasing the SLNP Query Service - Database, WSP will advise AT&T-12STATE of the entry point(s) of queries to the AT&T-12STATE network and provide a query forecast for each entry point.

4. **COORDINATED HOT CUTS (CHC)**

- 4.1 A coordinated hot cut ("CHC") is an optional service that permits the WSP to request that AT&T-13STATE hold translations in the donor switch until the WSP gives verbal instruction to implement the porting. Where CHC is requested, both parties agree not to remove translations for the ported number until instructions are received from the requesting party. Upon notice from the requesting party to port the telephone number, both parties agree to release translations with the understanding that translations should be removed within 30 minutes, but that circumstances can sometimes require a greater interval of time.
- 4.2 When WSP orders CHC service, AT&T-13STATE shall charge and WSP agrees to pay for CHC service at the "additional labor" rates set forth in the following applicable FCC Access Services Tariffs:
- 4.2.1 AT&T MIDWEST REGION 5-STATE - FCC No. 2 Access Services Tariff, Section 13.2.6 (c)
- 4.2.2 AT&T NEVADA - FCC No. 1 Access Services Tariff, Section 13.2.6(c)
- 4.2.3 AT&T CALIFORNIA - FCC No. 1 Access Services Tariff, Section 13.2.6(c)
- 4.2.4 AT&T SOUTHWEST REGION 5-STATE - FCC No. 73 Access Services Tariff, Section 13.4.2(c)
- 4.2.5 AT&T CONNECTICUT - FCC No. 39 Access Services Tariff, Section 8.6.2(c).
- 4.3 WSP requesting CHC must provide AT&T-13STATE an access billing account number (BAN) to which charges can be applied.

## EXHIBIT 1

[This Attachment is applicable to AT&T SOUTHWEST REGION 5-STATE only.]

### LOCAL NUMBER PORTABILITY (LNP) BONA FIDE REQUEST (BFR) PROCESS

The Local Number Portability (LNP) Bona Fide Request (BFR) is a process that Competitive Local Exchange Carrier (or Wireless Service Provider (WSP)) shall use to request that LNP be deployed

- in a Metropolitan Statistical Area (MSA) beyond the 100 largest MSAs in the country  
and
- additional switch(es) in an MSA in which LNP has been deployed.

Per the FCC First Report and Order and Further Notice Of Proposed Rulemaking (July, 1996, ¶¶80), Wireless carrier can request that LNP be deployed in additional MSAs beginning January 1, 1999. AT&T SOUTHWEST REGION 5-STATE is to provide LNP in that MSA in the requested switches within six (6) months of receipt of BFR.

Per the FCC's First Memorandum Opinion And Order On Reconsideration (March 1997, ¶¶65,66), switches that were not requested to be LNP capable in the initial LNP deployment in the top 100 MSAs can be requested to be made LNP capable. The following time frames begin after an MSA's Phase end date has been reached:

1. equipped remote switches within 30 days
2. hardware capable switches within 60 days
3. capable switches requiring hardware within 180 days
4. non-capable switches within 180 days

These time frames begin after the receipt of a BFR.

### REQUEST FOR INSTALLATION OF LNP SOFTWARE

The request to make one or more switches in an MSA LNP capable shall be made in the form of a letter or the form on pages 3 through 5 of this Attachment from WSP to its AT&T SOUTHWEST REGION 5-STATE Account Manager which shall specify the following:

- The MSA in which requested switch(es) are located.
- The switch(es), by CLLI code, that are to become LNP capable.
- The date when LNP capability is requested with the FCC established time frames being the maximum amount of time.
- The projected quantity of queries that result from this new capability with a demand forecast per tandem or end office with which WSP interconnects.
- An initial response from the AT&T SOUTHWEST REGION 5-STATE Account Manager, acknowledging receipt of the BFR and the date when requested switch(es) will be LNP capable, must be made to WSPs within ten (10) business days of receipt of the BFR.

# Local Number Portability (LNP) Bona Fide Request (BFR)

Southwest Region LNP Network Operations Team

DATE: \_\_\_\_\_ (date of request)

TO: \_\_\_\_\_ (name of service provider)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (address of service provider)  
\_\_\_\_\_  
\_\_\_\_\_ (contact name/number)

FROM: \_\_\_\_\_ (requester/service provider name//D)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (requester switch(es)/CLLI)  
\_\_\_\_\_  
\_\_\_\_\_ (authorized by name)  
\_\_\_\_\_  
\_\_\_\_\_ (authorized by title)  
\_\_\_\_\_  
\_\_\_\_\_ (contact name/address/number)

Affidavit attesting requester as authorized agent should accompany request.

MSA(s): \_\_\_\_\_

SWITCH(ES):

CLLI <sup>1</sup>	Rate Center Name <sup>2</sup>	Rate Center VC/HC <sup>2</sup>	NPA-NXX(s) <sup>3</sup>
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N

DATES: Requested date switch(es) should be LNP capable: \_\_\_\_\_ (mm/dd/yy)

Requested code opening date<sup>4</sup>: \_\_\_\_\_ (mm/dd/yy)

Notes: See following page.

Acknowledgment of BFR is to be sent to the requester within ten business days.

## Local Number Portability (LNP) Bona Fide Request (BFR)

### Southwest Region LNP Network Operations Team (Continued)

- Notes: <sup>1</sup> List each switch targeted for LNP by its specific CLLI code.  
<sup>2</sup> Enter associated Rate Center information from LERG, including: Rate Center Name and Associated V&H Terminating Point Master Coordinates; Source of the LERG information: Destination Code Record (DRD) Screen.  
<sup>3</sup> Circle or highlight **Y** if requesting all eligible NPA-NXX codes in that specific switch to be opened. Circle or highlight **N** if only certain NPA NXX codes are being requested, then provide list of desired NPA NXX(s).

**Note:** *Targeting of specific NPA-NXX codes should be carefully considered. A traditional ILEC may serve a single rate center with multiple switches (CLLIs and NXX codes) while WSP may serve multiple rate centers with a single switch. In the latter case, use of a specific NXX code will determine the rate center.*

- <sup>4</sup> As documented in the Southwest Region Code Opening Process.

# Acknowledgment of LNP Bona Fide Request (BFR)

Southwest Region LNP Network Operations Team

DATE: \_\_\_\_\_ (date of response)

TO: \_\_\_\_\_ (requester/Wireless carrier name/ID)  
\_\_\_\_\_ (contact name/address/number)  
\_\_\_\_\_ (requester switch(es)/CLLI)

FROM: \_\_\_\_\_ (name of service provider)  
\_\_\_\_\_ (address of provider)  
\_\_\_\_\_ (contact name/number)

\_\_\_\_\_

**Switch request(s) accepted:**

CLLI Accepted	LNP Effective Date	or <i>Modified Effective Date</i>	Ineligible NPA-NXXs
_____ (CLLI 1)	_____	_____	_____
_____ (CLLI 2)	_____	_____	_____
_____ (CLLI 3)	_____	_____	_____
_____ (CLLI 4)	_____	_____	_____

\_\_\_\_\_

**Switch request(s) denied/reason for denial:**

\_\_\_\_\_ (CLLI 1): \_\_\_\_\_

\_\_\_\_\_ (CLLI 2): \_\_\_\_\_

\_\_\_\_\_ (CLLI 3): \_\_\_\_\_

\_\_\_\_\_

---

Authorized company representative signature/title: \_\_\_\_\_

\_\_\_\_\_

## **APPENDIX OSS - CELLULAR/PCS NUMBER PORTABILITY**



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## APPENDIX OSS NUMBER PORTABILITY (ACCESS TO OPERATIONS SUPPORT SYSTEMS FUNCTIONS)

### 1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for access to Operations Support Systems (OSS) "functions" to "WSP" (Wireless Service Provider) for pre-ordering, ordering, and provisioning of Wireline to Wireless Number Portability (WNP) consistent with FCC Order #95-116 and related Orders. The interfaces described herein have certain features which are not related to number portability, but which are inherently available via the interface. Such non-LNP features shall not be accessed nor used by, through, or on behalf of WSP pursuant to this Appendix. WSP hereby warrants and represents that it will not access such non-LNP features. The WSP is authorized by this Appendix to use only the Pre-Order, Ordering, and Provisioning functions identified herein and only for essential number portability functions.
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, and/or AT&T Texas, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 **AT&T-2STATE** - As used herein, **AT&T-2STATE** means **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.
- 1.4 **AT&T-7STATE** - As used herein, **AT&T-7STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.5 **AT&T-8STATE** - As used herein, **AT&T-8STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA**, **AT&T NEVADA**, and **AT&T CONNECTICUT**, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.6 **AT&T-12STATE** - As used herein, **AT&T-12STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE** and **AT&T-2STATE**, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.7 **AT&T-13STATE** - As used herein, **AT&T-13STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE**, **AT&T-2STATE** and **AT&T CONNECTICUT**, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.8 **AT&T CALIFORNIA** - As used herein, **AT&T CALIFORNIA** means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T-owned ILEC doing business in California.
- 1.9 **AT&T CONNECTICUT** - As used herein, **AT&T CONNECTICUT** means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable AT&T-owned ILEC doing business in Connecticut.
- 1.10 **AT&T MIDWEST REGION 5-STATE** - As used herein, **AT&T MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.

- 1.11 **AT&T NEVADA** - As used herein, **AT&T NEVADA** means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T-owned ILEC doing business in Nevada.
- 1.12 **AT&T SOUTHWEST REGION 5-STATE** - As used herein, **AT&T SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas, the applicable AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.

## 2. DEFINITIONS

- 2.1 "LSC" means the Local Service Center (LSC) for AT&T-13STATE.
- 2.2 "WSP" or **Wireless Service Provider** means a provider of cellular, broadband Personal Communications Services ('PCS') or SMR CMRS.
- 2.3 "Service Bureau Provider" - For purposes of this Agreement, Service Bureau Provider (SBP) is a company which has been engaged by a Wireless Service Provider (WSP) to act on its behalf to access AT&T-13STATE's OSS application-to-application interfaces via a dedicated connection for the purpose of transporting multiple WSP's Wireless Number Portability (WNP) transactions.

## 3. GENERAL CONDITIONS

- 3.1 The Parties agree that electronic order processing is more efficient than manual order processing. During implementation of this Wireless Interconnection Agreement the WSP will migrate to electronic processing within six (6) months from the Effective Date of this Agreement. Electronic processing is available via AT&T-13STATE's application-to-application interface or via AT&T-13STATE's Graphical User Interface (GUI). After the six-month (6) transition period, WSP will no longer submit Wireless Number Portability orders manually and AT&T-13STATE shall not be required to accept and process manual orders, except when the electronic interface is unavailable for a substantial period of time.
- 3.2 **Proper Use of OSS Interfaces**
- 3.2.1 For AT&T-13STATE, WSP agrees to utilize AT&T-13STATE electronic interfaces, as described herein, solely for the purposes of pre-order and order activity necessary for Wireless Number Portability. In addition, WSP agrees that such use will comply with AT&T-13STATE's Data Connection Security Requirements as identified in Section 8 of this Appendix. Failure to comply with such security guidelines or misuse of OSS interfaces may result in forfeiture of electronic access to OSS functionality. In addition, WSP shall be responsible for and indemnifies AT&T-13STATE against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of AT&T-13STATE's OSS from WSP systems, workstations or terminals or by WSP employees, agents, or any third party gaining access through information and/or facilities obtained from or utilized by WSP and shall pay AT&T-13STATE for any and all damages caused by such unauthorized entry.
- 3.3 Within AT&T-13STATE regions, WSP's access to pre-order functions described in 4.2.1 will only be utilized to view Customer Proprietary Network Information (CPNI) of another carrier's End User where WSP has obtained an authorization from the End User for release of CPNI.
- 3.3.1 In AT&T-13STATE regions, WSP must maintain records of individual customers' authorizations in accordance with section 3.3 above, and release of CPNI which adhere to all requirements of state and federal law, as applicable.
- 3.3.2 This section applies to AT&T CALIFORNIA ONLY. For consumer End Users, prior to accessing such information, WSP shall, on its own behalf and on behalf of AT&T CALIFORNIA, comply with all applicable requirements of Section 2891 of the California Public Utilities Code and 47 USC 222 (and implementing FCC decisions thereunder), and, where accessing such information via an electronic interface, WSP shall have obtained an authorization to become the End User's wireless service provider. Accessing such information by WSP shall constitute certification that WSP is in

compliance with applicable requirements of Section 2891 and Section 222 (and implementing FCC decisions thereunder) and has complied with the prior sentence. WSP shall receive and retain such information in conformance with the requirements of 47 USC 222 (and implementing FCC decisions thereunder). WSP agrees to indemnify, defend and hold harmless **AT&T CALIFORNIA** against any claim made by a consumer End User or governmental entity against **AT&T CALIFORNIA** or WSP under Section 2891 or Section 222 (and implementing FCC decisions thereunder) or for any breach by WSP of this section.

- 3.3.3 Throughout **AT&T-13STATE** region, WSP is solely responsible for determining whether proper authorization has been obtained and holds **AT&T-13STATE** harmless from any loss on account of WSP's failure to obtain proper CPNI consent from an End User.
- 3.4 By utilizing electronic interfaces to access OSS functions, WSP agrees to perform accurate and correct ordering such that no other users of **AT&T-13STATE** OSS, or any of their end users are harmed by the WSP's pre-order or order use of **AT&T-13STATE**'s OSS. WSP is also responsible for all actions of its employees using any of **AT&T-13STATE**'s OSS systems. As such, WSP agrees to accept and pay all reasonable costs or expenses, including labor costs, incurred by **AT&T-13STATE** caused by any and all inaccurate ordering or usage of the OSS, if such costs are not already recovered through other charges assessed by **AT&T-13STATE** to WSP. In addition, WSP agrees to indemnify and hold **AT&T-13STATE** harmless against any claim made by an End User of WSP or other third parties against **AT&T-13STATE** caused by or related to WSP's use of any **AT&T-13STATE** OSS.
- 3.5 In the event **AT&T-13STATE** has good cause to believe that WSP has used **AT&T-13STATE** OSS in a way that conflicts with this Agreement or Applicable Law, **AT&T-13STATE** shall give WSP written notice describing the alleged misuse ("Notice of Misuse"). WSP shall immediately refrain from the alleged misuse until such time that WSP responds in writing to **AT&T-13STATE**'s Notice of Misuse, which shall be provided to **AT&T-13STATE** within twenty (20) calendar days after receipt of the Notice of Misuse. In the event WSP agrees with **AT&T-13STATE**'s allegation of misuse, WSP shall refrain from the alleged misuse during the term of this Agreement.
- 3.6 In the event WSP does not agree that the WSP's use of **AT&T-13STATE** OSS is inconsistent with this Agreement or Applicable Law, then the Parties agree to the following steps:
- 3.6.1 If such misuse involves improper access of pre-order applications to obtain CPNI in violation of this Agreement, Applicable Law, or involves a violation of the security guidelines contained herein, or negatively affects another OSS user's ability to use OSS, WSP shall continue to refrain from using the particular OSS functionality in the manner alleged by **AT&T-13STATE** to be improper, until WSP has implemented a mutually agreeable remedy to the alleged misuse.
- 3.6.2 To remedy the misuse for the balance of the agreement, the Parties will work together as necessary to mutually determine a permanent resolution for the balance of the term of the agreement.
- 3.7 In order to determine whether WSP has engaged in the alleged misuse described in the Notice of Misuse, and for good cause shown, **AT&T-13STATE** shall have the right to conduct an audit of WSP's use of the **AT&T-13STATE** OSS. Such audit shall be limited to auditing those aspects of WSP's use of the **AT&T-13STATE** OSS that relate to **AT&T-13STATE**'s allegation of misuse as set forth in the Notice of Misuse. **AT&T-13STATE** shall give ten (10) calendar days advance written notice of its intent to audit WSP ("Audit Notice") under this Section 3.7, and shall identify the type of information needed for the audit. Such Audit Notice may not precede **AT&T-13STATE**'s Notice of Misuse. Within a reasonable time following the Audit Notice, but no less than fourteen (14) calendar days after the date of the notice (unless otherwise agreed by the Parties), WSP shall provide **AT&T-13STATE** with access to the requested information in any reasonably requested format, at an appropriate WSP location, unless otherwise agreed to by the Parties. The audit shall be at **AT&T-13STATE**'s expense. All information obtained through such an audit shall be deemed proprietary and/or confidential and subject to confidential treatment without necessity for marking such information confidential. **AT&T-13STATE** agrees that it shall only use employees or outside parties to conduct the audit who do not have marketing, strategic analysis, competitive assessment or similar responsibilities within **AT&T-13STATE**.

- 3.8 AT&T-13STATE will and WSP may participate in the Order and Billing Forum (OBF) and the Telecommunications Industry Forum (TCIF) to establish and conform to uniform industry guidelines for electronic interfaces for pre-order, ordering, and provisioning. Neither Party waives its rights as participants in such forums or in the implementation of the guidelines. To achieve system functionality as quickly as possible, the Parties acknowledge that AT&T-13STATE may deploy interfaces with requirements developed in advance of industry guidelines. Thus, subsequent modifications may be necessary to comply with emerging guidelines. WSP and AT&T-13STATE are individually responsible for evaluating the risk of developing their respective systems in advance of guidelines and agree to support their own system modifications to comply with new requirements. In addition, AT&T-13STATE has the right to define Local Service Request (LSR) Usage requirements according to the General Section 1.0, paragraph 1.4 of the practices in the OBF Local Service Ordering Guidelines (LSOG), which states: "Options described in this practice may not be applicable to individual providers tariffs; therefore, use of either the field or valid entries within the field is based on the providers tariffs/practices."
- 3.9 Due to enhancements and on-going development of access to AT&T-13STATE's OSS functions, certain interfaces described in this Appendix may be modified, temporarily unavailable or may be phased out after execution of this Appendix.
- 3.10 WSP is responsible for obtaining operating system software and hardware to access AT&T-13STATE OSS functions as specified in: "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures," or any other documents or interface requirements subsequently generated by AT&T-13STATE for any of its regions.

#### 4. PRE-ORDERING

- 4.1 AT&T-13STATE will provide real time access to pre-order functions necessary to support WSP ordering of Wireless Number Portability (WNP). The following lists represent pre-order functions that are available to WSP so that WSP order requests may be created to comply with AT&T-13STATE region-specific ordering requirements.
- 4.2 **Pre-ordering Functions for Wireless Number Portability include**
- 4.2.1 Customer Service Information - CSI Inquiry  
Access to AT&T-13STATE retail or resold CPNI and account information for pre-ordering provides access to the Customer Service Record (CSR) containing the following information: billing name, billing address, service address, service and feature subscription, and long distance carrier identity. The CSR contains additional information, provided however, the WSP may access CSR information for the sole purpose of facilitating Wireless Number Portability. Additionally, WSP agrees that WSP will not access the information specified in this subsection until after the WSP has obtained authorization from the End User for release of CPNI which complies with conditions as described in section 3.3 of this Appendix.
- 4.2.2 Address Validation Inquiry  
AT&T-13STATE provides address validation function.
- 4.3 **Electronic Access to Pre-Order Functions**
- 4.3.1 AT&T-13STATE Pre-order Interface Availability: AT&T-13STATE will provide WSP access to the following interfaces:
- 4.3.1.1 An industry standard EDI/CORBA pre-ordering gateway is provided by AT&T-13STATE. This pre-ordering gateway supports two structural protocols, EDI and CORBA, as recommended by the technical industry committees. EDI/CORBA is an application-to-application interface that can be integrated with the WSP's own negotiation system.
- 4.3.1.2 Enhanced Verigate is the pre-order GUI interface available in AT&T-13STATE that provides access to pre-ordering functions. Enhanced Verigate is accessible via a web-based Toolbar.

## 5. ORDERING

- 5.1 AT&T-13STATE provides access to the same OSS interfaces, which support CLEC ordering of Local Number Portability, and thus these same AT&T-13STATE interfaces will be made available to Wireless Service Providers (WSPs) for the sole purpose of ordering Wireless Number Portability (WNP). Any attempts to use other ordering functionality of the OSS interfaces for purposes other than WNP may result in forfeiture of electronic access to OSS. Consistent with OBF, the industry mechanism for ordering WNP is via the Local Service Request (LSR). The AT&T-13STATE LSOR (Local Service Ordering Requirements) document will be updated with the conditions for ordering Wireline to Wireless Number Portability (WNP). When ordering WNP, the WSP will format the service request, in accordance with the AT&T-13STATE LSOR. AT&T-13STATE will provide WSP access to one or more of the following interfaces.
- 5.2 **WNP Ordering Interface Availability:**
- 5.2.1 AT&T-13STATE makes available to WSP an Electronic Data Interchange (EDI) interface for transmission of the Local Service Request (LSR) for the ordering of wireline to wireless number portability (WNP) as defined by the OBF and via EDI mapping as defined by TCIF. In ordering of WNP, the WSP and AT&T-13STATE will utilize industry guidelines developed by OBF and TCIF to transmit EDI data.
- 5.2.2 For AT&T-13STATE, web-based LEX is the GUI interface that provides access to the ordering functions for WNP. LEX is accessible via a web-based Toolbar.

## 6. PROVISIONING

- 6.1 **Provisioning for WNP in AT&T-13STATE:** AT&T-13STATE will provision WNP as detailed in the WSP's LSR. Access to status on such WNP orders will be provided via the following electronic interfaces:
- 6.1.1 For AT&T-13STATE, Order Status and Provisioning Order Status functionality is provided via the GUI interface, Enhanced Verigate, which will allow WSP to check WNP service order status.
- 6.1.2 Electronic Data Interchange (EDI) is the application-to-application interface that AT&T-13STATE uses to return Order Status and Provisioning Order Status for WNP.

## 7. REMOTE ACCESS FACILITY

- 7.1 WSP must access OSS interfaces via AT&T-13STATE's CLEC Remote Access Facility. For the AT&T SOUTHWEST REGION 5-STATE region, the LRAF located in Dallas, TX will be used. The PRAF in Fairfield, CA handles the AT&T-2STATE regions. The ARAF, located in Northbrook, IL, serves AT&T MIDWEST REGION 5-STATE and the SRAF in New Haven, CT, handles the AT&T CONNECTICUT region. Connection to these Remote Access Facilities will be established via a "port" either through dial-up or direct connection as described in Section 7.2. WSP may utilize a port to access AT&T-13STATE OSS interfaces to perform the supported functions in any AT&T-13STATE where WSP has executed an Appendix OSS.
- 7.2 For AT&T-13STATE, WSP may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay "Direct Connections," WSP shall provide its own router and circuit, along with a Channel Service Unit/Data Service Unit (CSU/DSU) for the WSP end of the circuit. The demarcation point shall be the router interface at the LRAF, PRAF, ARAF, or SRAF. Switched Access "Dial-up Connections" require WSP to provide its own modems and connection to the AT&T SOUTHWEST REGION 5-STATE LRAF, AT&T-2STATE PRAF, AT&T MIDWEST REGION 5-STATE ARAF, and AT&T CONNECTICUT SRAF. WSP shall pay the cost of the call if Switched Access is used. Connections via the public internet require WSP to connect to an ISP of their choice and use one of the HTTPS URLs associated with access to AT&T-13STATE OSS.
- 7.3 For AT&T-13STATE, WSP shall use TCP/IP to access AT&T-13STATE OSS via the LRAF, ARAF, SRAF, and the PRAF. In addition, each WSP shall have one valid Internet Protocol (IP) network address per region. WSP shall maintain a user-id / password unique to each individual for accessing an AT&T-

13STATE OSS on WSP's behalf. WSP shall provide estimates regarding its volume of transactions, number of concurrent users, desired number of private line or dial-up (switched) connections, and length of a typical session.

- 7.4 For AT&T-13STATE, WSP shall attend and participate in implementation meetings to discuss WSP LRAF/PRAF/ARAF/SRAF access plans in detail and schedule testing of such connections.

## 8. DATA CONNECTION SECURITY REQUIREMENTS

- 8.1 WSP agrees that interconnection of WSP data facilities with AT&T-13STATE data facilities for access to the applicable OSS for the purposes described herein will be in compliance with AT&T-13STATE's "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document current at the time of initial connection to a RAF. The following additional terms in this Section 8 govern direct and dial up connections between WSP and the PRAF, LRAF, ARAF and SRAF for access to OSS Interfaces.

### 8.2 Joint Security Requirements

- 8.2.1 Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.).
- 8.2.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, user ID assignment, user request records, system configuration, time limits of user access or system interfaces. These records should be kept until the termination of this Agreement or the termination of the requested access by the identified individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.
- 8.2.3 Each Party shall notify the other party immediately, upon termination of employment of an individual user with approved access to the other Party's network.
- 8.2.4 Both Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.
- 8.2.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections which are made as a result of the user's access to either the WSP or AT&T-13STATE network. At a minimum, this shall include: access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.
- 8.2.6 Both Parties shall maintain accurate and complete records on the card access system or lock and key administration to the rooms housing the equipment utilized to make the connection(s) to the other Party's network. These records will include management of card or key issue, activation or distribution and deactivation.

### 8.3 Additional Responsibilities of Both Parties

- 8.3.1 Modem/DSU Maintenance And Use Policy: To the extent the access provided hereunder involves the support and maintenance of WSP equipment on AT&T-13STATE's premises, such maintenance will be provided under the terms of the "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document cited above.
- 8.3.2 Monitoring: Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected, retained, and

analyzed to identify potential security risks without notice. This information may include, but is not limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.

- 8.3.3 Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data facilities or information. Each Party shall provide a specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.
- 8.3.4 In the event that one Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found, documented, and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must be provided by the non-complying Party within thirty (30) calendar days of the date of the identified inconsistency. The corrective action plan must identify what will be done, the Party accountable/responsible, and the proposed compliance date. The non-complying Party must provide periodic status reports (minimally monthly) to the other Party's security organization on the implementation of the corrective action plan in order to track the work to completion.
- 8.3.5 In the event there are technological constraints or situations where either Party's corporate security requirements cannot be met, the Parties will institute mutually agreed upon alternative security controls and safeguards to mitigate risks.
- 8.3.6 All network-related problems will be managed to resolution by the respective organizations, WSP or AT&T-13STATE, as appropriate to the ownership of a failed component. As necessary, WSP and AT&T-13STATE will work together to resolve problems where the responsibility of either Party is not easily identified.

#### **8.4 Information Security Policies and Guidelines for Access to Computers, Networks and Information By Non-Employee Personnel**

- 8.4.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Subsections 8.5 - 8.11 summarize the general policies and principles for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to WSP or AT&T-13STATE, respectively, as the providers of the computer, network or information in question.
- 8.4.2 It is each Party's responsibility to notify its employees, contractors and vendors who will have access to the other Party's network, on the proper security responsibilities identified within this Attachment. Adherence to these policies is a requirement for continued access to the other Party's systems, networks or information. Exceptions to the policies must be requested in writing and approved by the other Party's information security organization.

#### **8.5 General Policies**

- 8.5.1 Each Party's resources are for approved business purposes only.
- 8.5.2 Each Party may exercise at any time its right to inspect, record, and/or remove all information contained in its systems, and take appropriate action should unauthorized or improper usage be discovered.
- 8.5.3 Individuals will only be given access to resources that they are authorized to receive and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.
- 8.5.4 Authorized users must not develop, copy or use any program or code which circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.



- 8.5.5 Actual or suspected unauthorized access events must be reported immediately to each Party's security organization or to an alternate contact identified by that Party. Each Party shall provide its respective security contact information to the other.

#### **8.6 User Identification**

- 8.6.1 Access to each Party's corporate resources will be based on identifying and authenticating individual users in order to maintain clear and personal accountability for each user's actions.
- 8.6.2 User identification shall be accomplished by the assignment of a unique, permanent user id, and each user id shall have an associated identification number for security purposes.
- 8.6.3 User ids will be revalidated on a monthly basis.

#### **8.7 User Authentication**

- 8.7.1 Users will usually be authenticated by use of a password. Strong authentication methods (e.g. one-time passwords, digital signatures, etc.) may be required in the future.
- 8.7.2 Passwords must not be stored in script files.
- 8.7.3 Passwords must be entered by the user in real time.
- 8.7.4 Passwords must be at least 6-8 characters in length, not blank or a repeat of the user id; contain at least one letter, and at least one number or special character must be in a position other than the first or last one. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.
- 8.7.5 Systems will require users to change their passwords regularly (usually every 31 days).
- 8.7.6 Systems are to be configured to prevent users from reusing the same password for 6 changes/months.
- 8.7.7 Personal passwords must not be shared. A user who has shared his password is responsible for any use made of the password.

#### **8.8 Access and Session Control**

- 8.8.1 Destination restrictions will be enforced at remote access facilities used for access to OSS Interfaces. These connections must be approved by each Party's corporate security organization.
- 8.8.2 Terminals or other input devices must not be left unattended while they may be used for system access. Upon completion of each work session, terminals or workstations must be properly logged off.

#### **8.9 User Authorization**

- 8.9.1 On the destination system, users are granted access to specific resources (e.g. databases, files, transactions, etc.). These permissions will usually be defined for an individual user (or user group) when a user id is approved for access to the system.

#### **8.10 Software and Data Integrity**

- 8.10.1 Each Party shall use a comparable degree of care to protect the other Party's software and data from unauthorized access, additions, changes and deletions as it uses to protect its own similar software and data. This may be accomplished by physical security at the work location and by access control software on the workstation.
- 8.10.2 Untrusted software or data shall be scanned for viruses before use on a Party's corporate facilities that can be accessed through the direct connection or dial up access to OSS interfaces.
- 8.10.3 Unauthorized use of copyrighted software is prohibited on each Party's corporate systems that can be access through the direct connection or dial up access to OSS Interfaces.

- 8.10.4 Proprietary software or information (whether electronic or paper) of a Party shall not be given by the other Party to unauthorized individuals. When it is no longer needed, each Party's proprietary software or information shall be returned by the other Party or disposed of securely. Paper copies shall be shredded. Electronic copies shall be overwritten or degaussed.

#### 8.11 Monitoring and Audit

- 8.11.1 To deter unauthorized access events, a warning or no trespassing message will be displayed at the point of initial entry (i.e., network entry or applications with direct entry points). Each Party should have several approved versions of this message. Users should expect to see a warning message similar to this one:

*"This is a (AT&T-13STATE or WSP) system restricted to Company official business and subject to being monitored at any time. Anyone using this system expressly consents to such monitoring and to any evidence of unauthorized access, use, or modification being used for criminal prosecution."*

- 8.11.2 After successful authentication, each session will display the last logon date/time and the number of unsuccessful logon attempts. The user is responsible for reporting discrepancies.

### 9. OPERATIONAL READINESS TEST (ORT) FOR ORDERING INTERFACES

- 9.1 Prior to live access to interface functionality, the Parties must conduct Operational Readiness Testing (ORT), which will allow for the testing of the systems, interfaces, and processes for the OSS functions. ORT will be completed in conformance with agreed upon processes and implementation dates.

### 10. OSS TRAINING COURSES

- 10.1 Prior to initial live OSS interface usage, a CLEC that intends to utilize AT&T-13STATE interfaces must complete user education classes for AT&T-13STATE-provided interfaces that affect the AT&T-13STATE network. A separate agreement will be required as a commitment to enroll in training classes and to pay for a specific number of CLEC students in each class. CLEC can obtain a copy of the proposed contract and price list for these OSS classes from their CLEC account manager. Course descriptions and class schedules, by region, are published on the CLEC website and/or will be available through their CLEC account manager. CLEC training schedules are subject to change, with class lengths varying. Classes are train-the-trainer format to enable CLEC to devise its own course work for its own employees.

### 11. SERVICE BUREAU PROVIDER ARRANGEMENT FOR SHARED ACCESS TO OSS

- 11.1 AT&T-13STATE shall allow WSP to access the applicable AT&T-13STATE OSS interfaces, as set forth in this Appendix OSS – Cellular/PCS Number Portability of the WSP's Wireless Interconnection Agreement, via a Service Bureau Provider under the following terms and conditions.
- 11.2 Notwithstanding any language in this Agreement regarding access to OSS to the contrary, WSP shall be permitted to access AT&T-13STATE OSS via a Service Bureau Provider as follows:
- 11.2.1 WSP shall be permitted to access AT&T-13STATE application-to-application OSS interfaces, via a Service Bureau Provider where WSP has entered into an agency relationship with such Service Bureau Provider, and the Service Bureau Provider has executed an Agreement with AT&T-13STATE to allow Service Bureau Provider to establish access to and use of AT&T-13STATE's OSS.
- 11.2.2 WSP's use of a Service Bureau Provider shall not relieve WSP of the obligation to abide by all terms and conditions of their Appendix OSS – Cellular/PCS Number Portability of their Wireless Interconnection Agreement. WSP must ensure that its agent properly performs all OSS obligations of WSP under their Wireless Interconnection Agreement, which WSP delegates to Service Bureau Provider.
- 11.2.3 It shall be the obligation of WSP to provide notice in accordance with the notice provisions of the Terms and Conditions of their Wireless Interconnection Agreement whenever it established an

agency relationship with a Service Bureau Provider or terminates such a relationship. AT&T-13STATE shall have a reasonable transition time to establish a connection to a Service Bureau Provider once WSP provides notice. Additionally, AT&T-13STATE shall have a reasonable transition period to terminate any such connection after notice from WSP that it has terminated its agency relationship with a Service Bureau Provider.

# **APPENDIX MEET POINT BILLING**

## APPENDIX MEET POINT BILLING

### 1. DEFINITIONS

- a. For purposes of this Appendix, "Access Tandem Switch" means a tandem switch in a AT&T-13STATE network equipped to provide Interconnection between a CMRS provider and an Interexchange Carrier (IXC) that is used to connect and switch traffic for the purpose of providing Switched Access Services.
- b. For purposes of this Appendix, "Switched Access Services" means an offering of access to AT&T-13STATE's network for the purpose of the origination or the termination of traffic from or to IXCs in a given area pursuant to a Switched Access Services tariff for Feature Group B and Feature Group D.
- c. **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- d. AT&T-13STATE - As used herein, AT&T-13STATE means the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

2. Pursuant to the procedures described in Multiple Exchange Carrier Access Billing (MECAB) document, developed by the Alliance for Telecommunications Industry Solutions' (ATIS) Ordering and Billing Forum (OBF), the Parties shall provide to each other the Switched Access detail usage data, on a per LATA basis, for jointly provided tandem switched Feature Groups B or D services to or from an IXC. As detailed in the MECAB document, the Parties will, in a timely fashion, exchange all information necessary to accurately, reliably and promptly bill Access Service customers for Switched Access services traffic jointly provided via the meet-point billing arrangement. Information shall be exchanged in Electronic Message Interface (EMI) format, via a mutually acceptable electronic file transfer protocol. The Parties agree to exchange the Switched Access detail usage data to each other on a reciprocal, no charge basis. Each Party agrees to provide the other Party with AURs based upon mutually agreed upon intervals. Each Party shall provide the other Party the billing name, billing address, and carrier identification ("CIC") of the IXCs that may utilize any portion of either Party's network in a carrier/LEC MPB arrangement in order to comply with the MPB Notification process as outlined in the MECAB document. AT&T-13STATE shall provide this information to Carrier except where proprietary restrictions prohibit disclosure. Each Party will be entitled to reject a record that does not contain a CIC code.
3. Carrier shall designate AT&T-13STATE's Access Tandem Switch or any other reasonable facilities or points of Interconnection for the purpose of originating or terminating IXC traffic. For the access Tandem Switch designated, the Parties agree that the billing percentage to be utilized to bill Switched Access Service customers for jointly provided Switched Access Services traffic shall be any mutually agreed upon billing percentage(s).
4. The Parties will each bill the IXC for their portion of the Switched Access Services as stated in each Party's respective access tariff based on the billing percentages stated above.
5. The Parties shall undertake all reasonable measures to ensure that the billing percentage and associated information as described in the MECAB document identified in Paragraph 1 above, are maintained in their respective federal and state access tariffs, as required, until such time as such information will be included in the National Exchange Carrier Association ("NECA") FCC Tariff No. 4.
6. Each Party shall implement the "Multiple Bill/Single Tariff" option described in the MECAB document identified in Paragraph 1 above so that each Party bills the IXC for its portion of the jointly provided Switched Access Services.

# **APPENDIX RECIPROCAL COMPENSATION [CELLULAR/PCS]**

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## APPENDIX RECIPROCAL COMPENSATION

### 1. APPENDIX SCOPE AND TERM

- 1.1 This Appendix sets forth the rates, terms and conditions for Reciprocal Compensation of wireless telecommunications traffic between AT&T-13STATE and WSP, but only to the extent they are interconnected and exchanging calls pursuant to a fully executed, underlying Cellular/PCS Interconnection Agreement (the "Agreement") approved by the applicable state or federal regulatory agency for telecommunications traffic in this state.

### 2. COMPENSATION FOR LOCAL AUTHORIZED SERVICES INTERCONNECTION – RECIP COMP

- 2.1 Compensation rates for Interconnection are contained in Appendix - Pricing (Wireless).
- 2.2 Compensation for Section 251(b)(5) Calls Transport and Termination. Subject to the limitations set forth below in Section 2.3, AT&T-13STATE shall compensate WSP for the transport and termination of Section 251(b)(5) Calls originating on AT&T-13STATE's network and terminating on WSP's network. WSP shall compensate AT&T-13STATE for the transport and termination of Section 251(b)(5) Calls originating on WSP's network and terminating on AT&T-13STATE's network. The rates for this reciprocal compensation are set forth in Appendix Pricing (Wireless).
- 2.3 Traffic Not Subject to Reciprocal Compensation
- 2.3.1 Exclusions. Reciprocal compensation shall apply solely to the transport and termination of Section 251(b)(5) Calls, which shall not include, without limitation, the following:
- 2.3.1.1 Non-CMRS traffic (traffic that is not intended to originate or terminate to a mobile station using CMRS frequency);
- 2.3.1.2 Toll-free calls (e.g., 800/888), Information Services Traffic, 500 and 700 calls;
- 2.3.1.3 Third Party Traffic;
- 2.3.1.4 Paging Traffic;
- 2.3.1.5 InterMTA Traffic;
- 2.3.1.6 Any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission.

### 3. CLASSIFICATION OF TRAFFIC

- 3.1 Telecommunications traffic exchanged between AT&T-13STATE and WSP pursuant to this Agreement will be classified as either Section 251(b)(5) Calls, IXC traffic, or InterMTA Traffic.
- 3.2 The Parties agree that ISP-bound traffic between them in the mobile-to-land direction, if any, is presently *de minimis* and shall be deemed *de minimis* and treated as Telecommunications traffic for purposes of this Agreement. No additional or separate measurement or tracking of ISP-bound traffic shall be necessary. The Parties agree there is and shall be no ISP traffic exchanged between them in the land-to-mobile direction subject to this Agreement.
- 3.3 Billing For Mutual Compensation
- 3.3.1 Each Party will record its terminating minutes of use for all intercompany calls. Each Party will perform the necessary call recording and rating for calls, and shall be responsible for billing and collection, from its End Users. Except as specifically provided herein, each Party shall use procedures that record and measure actual usage for purposes of providing invoices to the other Party.
- 3.3.2 The Parties recognize that WSP may not have the technical systems to measure actual usage and bill AT&T-13STATE pursuant to this Agreement. To the extent WSP does not have the ability to



measure and bill the actual amount of AT&T-13STATE-to-WSP Section 251(b)(5) Calls traffic ("Land-to-Mobile Section 251(b)(5) Calls Traffic"), and in the event AT&T-13STATE also does not record the actual amount of such Land-to-Mobile Section 251(b)(5) Calls Traffic, WSP shall bill AT&T-13STATE the charges due as calculated and described in Sections 3.3.3 and 3.3.4 below.

- 3.3.3 When Section 3.3.2 applies, the Parties agree to use a surrogate billing factor to determine the amount of Land-to-Mobile Section 251(b)(5) Calls Traffic. The surrogate billing factor shall be deemed to be equal to the Shared Facility Factor, stated in Appendix-Pricing (Wireless). When using the surrogate billing method instead of recording actual usage, the amount Land-to-Mobile Section 251(b)(5) Calls Traffic Conversation MOUs shall be deemed to be equal to the product of (i) the WSP-to-AT&T-13STATE (mobile-to-land) Conversation MOU for Section 251(b)(5) Calls (based on AT&T-13STATE's monthly bill to WSP) divided by the difference of one (1.0) minus the Shared Facility Factor, (times) (ii) the Shared Facility Factor. When using the surrogate billing method, WSP shall bill AT&T-13STATE the charges due under this Section 3.3 based solely on the calculation contained in the preceding sentence.

#### EXAMPLE

Land-to-Mobile Section 251(b)(5) Calls Traffic

Conversion MOUs = [mobile-to-land local Mou's / (1 – Shared Facility Factor)] \*

Shared Facility Factor

Mobile-to-land MOU = 15,000

Shared Facility Factor = .20

Land-to-Mobile Section 251(b)(5) Calls MOU =  $[15,000 / (1 - .20)] * .20$   
= 3,750 MOUs

- 3.3.4 When WSP uses the surrogate billing factor billing method set forth above, WSP shall itemize on each of its bills the corresponding AT&T-13STATE billing account numbers, by LATA and by state, for Land-to-Mobile Section 251(b)(5) Calls Traffic Conversation MOUs to which the surrogate billing factor is applied. All adjustment factors and resultant adjusted amounts shall be shown for each line item, including as applicable, but not limited to, the surrogate billing factor as provided in this Section 3.3, the blended call set-up and duration factors (if applicable), the adjusted call set-up and duration amounts (if applicable), the appropriate rate, amounts, *etc.*
- 3.3.5 Except as provided in this Section 3.3, see Section 5 of the General Terms and Conditions for billing requirements.

## 4. RESPONSIBILITIES OF THE PARTIES

- 4.1 Each Party to this Appendix will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved.
- 4.2 Where SS7 connections exist, each Party will include in the information transmitted to the other for each call being terminated on the other's network, where available, the original and true Calling Party Number (CPN).
- 4.3 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.

## 5. ALTERNATE TANDEM PROVIDER

- 5.1 An Alternate Tandem Provider shall mean a Telecommunications Carrier, with no End Users, that provides tandem switching services to WSP with whom it is directly interconnected for the purpose of delivering Third Party Originating Carrier traffic via direct interconnection arrangements with AT&T-13STATE to (i) AT&T-13STATE's End User; (ii) to an End User of a Third Party Terminating Carrier that utilizes local switching from AT&T-13STATE purchased on a wholesale basis to provide service to its End Users; and/or (iii) a Third Party Terminating Carrier's End User.

- 5.2 "Third Party Originating Carrier" means a Competitive Local Exchange Carrier (CLEC), Incumbent Local Exchange Carrier (ILEC), Commercial Mobile Radio Service (CMRS) provider and/or Out-of Exchange Local Exchange Carrier (OE-LEC) that sends traffic originated by its End Users to an Alternate Tandem Provider.
- 5.3 Third Party Terminating Carrier shall mean Competitive Local Exchange Carrier (CLEC), Incumbent Local Exchange Carrier (ILEC), Commercial Mobile Radio Service (CMRS) provider, Out-of Exchange Local Exchange Carrier (OE-LEC), AT&T-13STATE as the Incumbent Local Exchange Carrier (ILEC) or a Carrier that utilizes local switching from AT&T-13STATE purchased on a wholesale basis to provide service to its End Users, to which traffic is terminated when CLEC uses an Alternate Tandem Provider.
- 5.4 When Alternate Tandem Provider sends Traffic originated by the End Users of WSP functioning as the Third Party Originating Carrier to an End User of AT&T-13STATE who is functioning as the Third Party Terminating Carrier, WSP is responsible for all Minutes of Use ("MOUs") billed by AT&T-13STATE for the termination of such traffic.

## 6. **ADDITIONAL TERMS AND CONDITIONS**

- 6.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions; interpretation, construction and severability; general responsibilities of the Parties; effective date, term and termination; billing and payment of charges; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnity; remedies; intellectual property; publicity and use of trademarks and service marks; confidentiality; intervening law; governing law; regulatory approval; changes in End User local Exchange Service provider selection; compliance and certification; law enforcement and civil process; relationship of the Parties/independent contractor; no third Party beneficiaries, disclaimer of agency; assignment; subcontracting; environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; End User inquiries; expenses; conflict of interest; survival of obligations, scope of agreement; amendments and modifications; and entire agreement.
- 6.2 Entire Agreement. This Reciprocal Compensation Appendix is intended to be read in conjunction with the underlying Interconnection Agreement between AT&T-13STATE and WSP, but that as to the reciprocal compensation rates, terms and conditions, this Appendix constitutes the entire Agreement between the Parties on these issues, and there are no other oral agreements or understandings between them on reciprocal compensation that are not incorporated into this Appendix.

**APPENDIX – PRICING (CELLULAR/PCS)****KANSAS**

1. The rates for transport and termination shall be as follows. (Per Conversation MOU)

Type 2A	Type 2B	Type 1
\$.003673	\$.001310	\$.003673

2. Carrier Facilities will be provided at the same rates, terms, and conditions that similar Facilities are provided by Telco.

3. Shared Facility Factor

The Shared Facility Factor is 0.20.

4. Exchange Access Rates

4.1	Terminating IntraLATA InterMTA Traffic Rate	\$.006417
4.2	Originating Landline CMRS Switched Access Traffic Rate	\$.005701

5. Other Charges

- 5.1 Selective Class of Call Screening

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

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

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

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

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

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

**AMENDMENT  
to  
INTERCONNECTION AGREEMENT UNDER  
SECTIONS 251 AND 252 OF THE  
TELECOMMUNICATIONS ACT OF 1996**

**by and between**

**SOUTHWESTERN BELL TELEPHONE COMPANY  
d/b/a AT&T KANSAS**

**and**

**NE COLORADO CELLULAR, INC.**

**(KANSAS)**

**AMENDMENT TO  
INTERCONNECTION AGREEMENT  
BY AND BETWEEN  
SOUTHWESTERN BELL TELEPHONE COMPANY d/b/a AT&T KANSAS  
AND  
CROSSROADS WIRELESS HOLDING, LLC**

Southwestern Bell Telephone Company d/b/a AT&T Kansas, as the Incumbent Local Exchange Carrier in Kansas, (hereafter, "ILEC") and Crossroads Wireless Holding, LLC as a Commercial Mobile Radio Service ("CMRS") provider in Kansas, (referred to as "CARRIER"), in order to amend, modify and supersede any affected provisions of their Interconnection Agreement with ILEC in Kansas ("Interconnection Agreement"), hereby execute this Reciprocal Compensation Amendment for ISP-Bound Traffic and Federal Telecommunications Act Section 251(b)(5) Traffic (Adopting FCC's Interim ISP Terminating Compensation Plan)("Amendment"). A CMRS Provider is not a "LEC."

**1.0 Scope of Amendment**

- 1.1 ILEC made an offer to all telecommunications carriers in the state of Kansas (the "Offer") to exchange traffic on and after July 1, 2004 under Section 251(b)(5) of the Act pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) ("FCC ISP Compensation Order") which was remanded but not vacated in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).
- 1.2 The purpose of this Amendment is to include in CARRIER's Interconnection Agreement the rates, terms and conditions of the FCC's interim ISP terminating compensation plan for the exchange of ISP-bound traffic lawfully compensable under the FCC ISP Compensation Order ("ISP-bound Traffic") and traffic lawfully compensable under Section 251(b)(5) ("Section 251(b)(5) Traffic").
- 1.3 This Amendment is intended to supercede any and all contract sections, appendices, attachments, rate schedules, or other portions of the underlying Interconnection Agreement that set forth rates, terms and conditions for the terminating compensation for ISP-bound Traffic and Section 251(b)(5) Traffic exchanged between ILEC and CARRIER. Any inconsistencies between the provisions of this Amendment and provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Amendment.

**2.0 Rates, Terms and Conditions of FCC's Interim ISP Terminating Compensation Plan**

- 2.1 ILEC and CARRIER hereby agree that the following rates, terms and conditions shall apply to all ISP-bound Traffic and all Section 251(b)(5) Traffic exchanged between the Parties on and after the date this Amendment becomes effective pursuant to Section 4.1 of this Amendment.
- 2.2 Compensation Rate Schedule
  - 2.2.1 The rates, terms, conditions in this section apply only to the termination of ISP-Bound Traffic and Section 251(b)(5) Traffic, and ISP-bound Traffic is subject to the rebuttable presumption in Section 2.3.
  - 2.2.2 The Parties agree to compensate each other for the transport and termination ISP-Bound Traffic and Section 251(b)(5) Traffic on a minute of use basis, at \$.0007 per minute of use.
- 2.3 ISP-bound Traffic Rebuttable Presumption
  - 2.3.1 In accordance with Paragraph 79 of the FCC's ISP Compensation Order, LEC and ILEC agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-bound traffic exchanged between LEC and ILEC exceeding a 3:1 terminating to originating ratio is presumed to be ISP-bound Traffic subject to the compensation terms in this Section 2.0. Either party has the right to rebut the 3:1 ISP presumption by identifying the actual ISP-bound Traffic by any means mutually agreed

by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval and, in addition, shall be utilized to determine the appropriate true-up as described below. During the pendency of any such proceedings to rebut the presumption, LEC and ILEC will remain obligated to pay the rates set forth in Section 2.2.2 for Section 251(b)(5) Traffic and ISP-Bound Traffic. Such true-up shall be retroactive back to the date a Party first sought appropriate relief from the Commission.

### 3.0 Reservation of Rights

- 3.1 The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol ("VoIP") and traffic utilizing in whole or part Internet Protocol technology under the Dispute Resolution provisions of this Agreement, including but not limited, to any rights they may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (Rel. April 21, 2004). The Parties acknowledge that there is an on-going disagreement between LECs and ILEC over whether or not, under the law, VoIP traffic or traffic utilizing in whole or part IP technology is subject to reciprocal compensation or switched access charges. The Parties therefore agree that neither one will argue or take the position before any regulatory commission or court that this Amendment constitutes an agreement as to whether or not reciprocal compensation or switched access charges apply to that traffic or a waiver by either party of their position or their rights as to that issue. The Parties further agree that they each have reserved the right to advocate their respective positions relating to the treatment and compensation for VoIP traffic and traffic utilizing in whole or part Internet Protocol technology before any state commission or the Federal Communications Commission ("FCC") whether in bilateral complaint dockets, arbitrations under Section 252 of the Act, state commission or FCC established rulemaking dockets, or before any judicial or legislative body.

### 4.0 Miscellaneous

- 4.1 This Amendment shall be filed with the Kansas Corporation Commission and shall become effective ten (10) days following said filing.
- 4.2 This Amendment is coterminous with the underlying Interconnection Agreement and does not extend the term or change the termination provisions of the underlying Interconnection Agreement.
- 4.3 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING INTERCONNECTION AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 4.4 Every rate, term and condition of this Amendment is legitimately related to the other rates, terms and conditions in this Amendment. Without limiting the general applicability of the foregoing, the change of law provisions of the underlying Interconnection Agreement, including but not limited to the "Intervening Law" or "Change of Law" or "Regulatory Change" section of the General Terms and Conditions of the Interconnection Agreement and as modified in this Amendment, are specifically agreed by the Parties to be legitimately related to, and inextricably intertwined with this the other rates, terms and conditions of this Amendment.
- 4.5 In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

Crossroads Wireless Holding, LLC

Southwestern Bell Telephone Company d/b/a AT&T  
Kansas by AT&T Operations Inc., its authorized agent

Signature: Tom Riley Signature: Rebecca L Sparks

Name: Tom Riley  
(Print or Type)

Name: Rebecca L. Sparks  
(Print or Type)

Title: CEO  
(Print or Type)

Title: EXECUTIVE DIRECTOR - REGULATORY  
(Print or Type)

Date: 11/28/07

Date: 12-5-07

Resale AECN # \_\_\_\_\_

UNE AECN # \_\_\_\_\_

Facilities Based AECN# \_\_\_\_\_

ACNA RDP

**BEFORE THE KANSAS CORPORATION COMMISSION  
OF THE STATE OF KANSAS**

Application of Southwestern Bell Telephone )  
Company for Approval of Cellular/PCS )  
Interconnection Agreement Under ) Docket No. \_\_\_\_\_  
the Telecommunications Act of 1996 with )  
NE Colorado Cellular, Inc. )

**AFFIDAVIT OF JANET ARNOLD**

STATE OF KANSAS )  
 ) ss  
COUNTY OF SHAWNEE )

Before me, the Undersigned Authority, on the 14<sup>th</sup> day of January, 2009, personally appeared Janet Arnold of Southwestern Bell Telephone Company d/b/a AT&T Kansas who, upon being by me duly sworn on oath deposed and said the following:

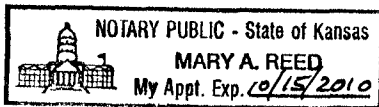
1. My name is Janet Arnold. I am over the age of 21, of sound mind and competent to testify to the matters stated herein. I am the Manager-Regulatory Relations for AT&T Kansas, and I have knowledge concerning the Cellular/PCS Interconnection Agreement ("the Agreement") and the attached FCC ISP amendment between AT&T Kansas and NE Colorado Cellular, Inc. on behalf of AT&T Kansas. The parties conducted diligent negotiations under the Telecommunications Act of 1996, culminating in an executed agreement/amendment on December 5, 2008.
2. The Agreement, together with the attachments incorporated therein are an integrated package and are the result of negotiation and compromise.
3. There are no outstanding issues between the parties that need the assistance of mediation and arbitration relating to the Agreement.
4. The implementation of this Agreement is consistent with the public interest, convenience and necessity.



5. This Agreement does not discriminate against any telecommunications carrier. The Agreement is available to any similarly situated provider in negotiating a similar agreement.
6. The negotiated and executed Agreement is consistent with Kansas regulatory statutes.

  
\_\_\_\_\_  
Janet Arnold

Subscribed and sworn to before me this 14<sup>th</sup> day of January, 2009.



  
\_\_\_\_\_  
Notary Public

My Commission Expires: *October 15, 2010*