Interconnection Agreement for a Wireless System Under Sections 251 and 252 of the Telecommunications Act of 1996

Dated as of Mry 30, 20031

by and between

MICHIGAN BELL TELEPHONE COMPANY

D/B/A

AMERITECH MICHIGAN

and

CENTENNIAL COMMUNICATIONS D/B/A CENTENNIAL WIRELESS, INCLUDING ITS AFFILIATE CENTENNIAL MICHIANA LICENSE CORP.

¹ See Footnotes on signature page

Table of Contents

1.0	DEFINITIONS	2
$\overline{2.0}$	INTERPRETATION AND CONSTRUCTION	6
3.0	INTERCONNECTION PURSUANT TO SECTION 251(C)(2)	
3.1	Scope.	
3.2	Interconnection Points and Methods.	
3.3	Modifications.	
3.4	Signaling	8
4.0	TRANSMISSION AND ROUTING OF LOCAL TRAFFIC.	9
4.1	Scope of Traffic.	9
4.2	Trunk Group Architecture and Traffic Routing.	9
4.3	Measurement and Billing.	
<u>5.0</u>	TRANSMISSION AND ROUTING OF ACCESS TRAFFIC.	11
<u>5.1</u>	Scope of Traffic.	
5.2	Trunk Group Architecture and Traffic Routing.	11
5.3	Services.	
<u>6.0</u>	RECIPROCAL COMPENSATION	13
<u>7.0</u>	SPECIALIZED TRAFFIC	15
<u>7.1</u>	Transit Service.	15
<u>7.2</u>	900/976 Traffic.	16
8.0	<u>TRUNKING</u>	17
<u>8.1</u>	Generally.	17
<u>8.2</u>	NXX Rating Plan.	17
<u>8.3</u>	Reports.	18
9.0	TERM AND TERMINATION	18
<u>10.0</u>	BILLING AND PAYMENT	19
<u>11.0</u>	GENERAL RESPONSIBILITIES OF THE PARTIES	
<u>11.1</u>	Cooperation.	19
11.2		
11.3	Binding Forecasts.	20
<u>11.4</u>	Facilities.	20
<u>11.5</u>	Network Management.	20
<u>11.6</u>		
<u>11.7</u>	7 <u>Fraud</u>	21
11.8		
<u>11.9</u>		
<u>11.1</u>		
<u>11.1</u>		
12.0	<u>INDEMNIFICATION</u>	
12.1		
12.2		
12.3	3 Indemnification Procedures.	23

13.0	<u>LIMITATION OF LIABILITY</u>	24
14.0	DISCLAIMER OF REPRESENTATIONS AND WARRANTIES	25
15.0	REGULATORY APPROVAL	25
15.1	1 Commission Approval.	25
16.0	AUTHORIZATION	
17.0	COMPLIANCE.	25
18.0	INDEPENDENT CONTRACTOR	26
19.0	FORCE MAJEURE	26
20.0	CONFIDENTIALITY	26
21.0	GOVERNING LAW	27
22.0	TAXES	27
23.0	NON-ASSIGNMENT	
24.0	NON-WAIVER	
25.0	INTERVENING LAW	30
26.0	PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS	
27.0	NOTICES .	30
28.0	JOINT WORK PRODUCT	
29.0	NO THIRD PARTY BENEFICIARIES; DISCLAIMER OF AGENCY	31
30.0	SURVIVAL	32
31.0	<u>DISPUTES</u>	32
31.		
32.0	Dispute Escalation and Resolutions	
33.0	PRIOR AGREEMENT	33
34.0	ENTIRE AGREEMENT	34

Attachment A

Attachment B

Attachment C

Attachment D

Attachment E Intentionally Left Blank Appendix - SS7 (Wireless)

Interconnection Agreement for a Wireless System Under Sections 251 and 252 of the Telecommunications Act

This Agreement, dated Mr4 30, 2003 ("Effective Date") is by and between Michigan Bell Telephone Company d/b/a Ameritech Michigan ("Ameritech"), with offices at 444 Michigan Avenue, Detroit, MI 48226 (Ameritech) and Centennial Communications d/b/a Centennial Wireless, including its affiliate Centennial michiana License Corp., with offices located at 6302 Constitution Drive, Fort Wayne, IN 46804 (collectively, "Carrier") for Interconnection for a Commercial Mobile Radio Service provider under Sections 251 and 252 of the Federal Telecommunications Act of 1996 (the "Act").

WHEREAS, Ameritech is a Local Exchange Carrier in the state of Michigan;

WHEREAS, Carrier, through one or more affiliates, is a Commercial Mobile Radio Service provider operating within the state of Michigan;

WHEREAS, Ameritech and Carrier exchange calls between each other's networks and wish to establish reciprocal compensation arrangements for these calls; and

WHEREAS, Ameritech and Carrier are Parties to an agreement known as the "Interconnection Agreement for a Wireless System Under Sections 251 and 252 of the Telecommunications Act of 1996" dated Sept. 15 1997, 2003 ("Prior Agreement") and intend this Agreement to supersede and replace the Prior Agreement.

WHEREAS, pursuant to Section 252(i) of the Federal Telecommunications Act of 1996, Carrier and Ameritech have entered into an agreement ("MFN Agreement"), portions of which are based upon the same terms and conditions contained in the Ameritech/Verizon Wireless Agreement for the State of Michigan ("the underlying Agreement.") and other portion(s) of which were voluntarily negotiated.

WHEREAS, in entering into this MFN Agreement, Telco is not waiving any of its rights, remedies or arguments with respect to any legislative, regulatory or judicial actions or proceedings, including but not limited to its rights under the United States Supreme Court's opinion in Verizon v. FCC, 535 U.S. ____ (2002); the D.C. Circuit's decision in United States Telecom Association, et. al v. FCC, No. 00-101 (May 24, 2002); the FCC's Order In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, (FCC 99-370) (rel. November 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000) in CC Docket 96-98; or the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68 (the "ISP Intercarrier Compensation Order") (rel. April 27, 2001), which was remanded in WorldCom, Inc. v. FCC, No. 01-1218 (D.C. Cir. 2002). Rather, in entering into this MFN Agreement, Telco fully reserves all of its rights, remedies and arguments. This reservation of rights includes but is not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the MFN Agreement must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this MFN Agreement. Notwithstanding anything to the contrary in this MFN Agreement, this reservation also includes, but is not limited to, Telco's right to

PAGE 2 of 41

exercise its option at any time in the future to adopt on a date specified by Telco, the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions. It is Telco's position that this MFN is subject to the change of law provisions permitted under the Federal Rules except to the extent otherwise expressly provided in the underlying Agreement and also is subject to any appeals involving the underlying Agreement. In the event that any of the rates, terms and/or conditions of the MFN Agreement, or any of the laws or regulations that were the basis for a provision of the MFN Agreement, are invalidated, modified or stayed by any action of any state or federal regulatory bodies or courts of competent jurisdiction, including but not limited to any finding that any of the UNEs and/or UNE combinations provided for under this MFN Agreement do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, it is Telco's position and intent that the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party. In such event, it is Telco's position and intent that the Parties immediately incorporate changes from the underlying Agreement, made as a result of any such action into this MFN Agreement. Where revised language is not immediately available, it is Telco's position and intent that the Parties shall expend diligent efforts to incorporate the results of any such action into this MFN Agreement on an interim basis, but shall conform this MFN Agreement to the underlying Agreement, once such changes are filed with the Commission. Any disputes between the Parties concerning the interpretations of the actions required or the provisions affected shall be handled under the Dispute Resolution Procedures set forth in the MFN Agreement.

NOW THEREFORE, in consideration of the covenants and undertakings set forth herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Ameritech and Carrier hereby agree as follows:

1.0 DEFINITIONS

Capitalized terms used in this Agreement shall have the meanings specified below in this Section 1.0 and as defined elsewhere within this Agreement The Parties acknowledge that terms may appear in this Agreement that are not defined and agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the Effective Date of this Agreement.

- "Access Tandem" or 'Tandem" An Ameritech switching system that provides a concentration and distribution function for originating or terminating traffic between end offices, between Ameritech's System and Carrier's System and/or a customer's premises and is capable of providing Feature Group D service.
- "Access Tariff" means any applicable Ameritech tariff which sets forth the rates, terms and conditions upon which Ameritech offers Exchange Access, As Defined in the Act.
- "Access Traffic" means Telecommunications traffic between a LEC and an IXC or between a CMRS provider and an IXC which is carried on Feature Group D trunks.

INTERCONNECTION AGREEMENT

PAGE 3 of 41

"Act" means the Communications Act of 1934 (47 U.S.C. Section 151 et seq.). as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.

"Affiliate" is As Defined in the Act.

"Ameritech's System" is the communications network of Ameritech.

"As Defined in the Act" means as specifically defined by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

"Calling Party Number" (CPN) - A Common Channel Interoffice Signaling (CCIS) parameter which refers to the number transmitted through a network identifying the calling party.

"Carrier's System" - The communications system of the Carrier used to furnish Commercial Mobile Radio Services.

"CCS" means one hundred (100) call seconds.

"CDT" - Carrier Dedicated Trunk.

"Central Office Switch" - A switch used to provide Telecommunications Services, including, but not limited to:

- End Office Switches; and (a)
- (b) Tandems.

A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

"Commercial Mobile Radio Service" or "CMRS" is As Defined in the Act, but does not include Paging traffic.

"Commission" means the Michigan Public Service Commission.

"Common Channel Interoffice Signaling" or "CCIS" means the signaling system, developed for use between switching systems with stored-program control, in which all of the signaling information for one or mote groups of trunks is transmitted over a dedicated high-speed data link rather than on a per-trunk basis and, unless otherwise agreed by the Parties, the CCIS used by the Parties shall be SS7.

"Customer" - A third party that subscribes to Telecommunications Services provided by either of the Parties.

PAGE 4 of 41

"Effective Date" is as defined in the Preamble.

"End Office Switch" - An Ameritech switching system where telephone loops are terminated for purposes of interconnection to each other and to Ameritech's system. An End Office Switch includes any remote switching modules and remote switching systems served by a host office in a different wire center.

"FCC" means the Federal Communications Commission.

"ILEC" - As Defined in the Act.

"Information Service Traffic" means traffic delivered to or from Information Service providers as that term is defined in FCC Docket No. 97-158, First Report and Order, para 341.

"Intellectual Property" means copyrights, patents, trademarks, trade-secrets, mask works and all other intellectual property rights.

"Interconnection" - As Defined in the Act.

"Interexchange Carrier" or "IXC" means a carrier other than a CMRS provider that provides, directly or indirectly, interLATA and/or intraLATA Telephone Toll Services.

"Interexchange Traffic" - As Defined in The Act. "InterLATA" - As Defined in the Act.

"Land-to-Mobile" - The origination of calls of wire line customers to the Carrier's MSC.

"Local Access and Transport Area" or "LATA" is As Defined in the Act.

"Local Exchange Carrier" or "LEC" is As Defined in the Act.

"Local Telecommunications Traffic" means telecommunications traffic between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the same Major Trading Area ("MTA"), as defined in 47 CFR Section 24.202(a).

"Loss" or "Losses" means any and all losses, costs (including court costs), claims, damages (including fines, penalties and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorney's fees).

"MECAB" refers to the Multiple Exchange Carrier Access Billing (MECAB) document prepared by the Billing Committee of the Ordering and Billing Forum (OBF) which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document published by Bellcore as Special Report SR-BDS-000983 contains the recommended guidelines for the billing of an access service provided by two or more LECs, or by one LEC in two or more states within a single LATA.

PAGE 5 of 41

"Mobile-to-Land" - The use of CMRS interconnection service for the termination of calls from the Carrier's MSC to a wire line customer.

"Mobile Switching Center" (MSC) - A CMRS switch that provides concentration, distribution and switching functions for originating and terminating CMRS traffic and interconnecting to Ameritech trunks.

"Multiple Bill/Single Tariff' shall mean that each company will prepare and render its own bill in accordance with its own tariff for its portion of the switched access service.

"Multi-Party Traffic" means telecommunications traffic which is jointly carried by Ameritech and another facilities-based Telecommunications Carrier in addition to Carrier, including IXCs, LECs, ILECs or other CMRS providers. This traffic includes, but is not limited to, Transit Service and traffic carried pursuant to toll carrier arrangements.

"Non-CMRS Traffic" means traffic which is neither originated nor terminated on the wireless facilities of a CMRS provider.

"NXX" - The three-digit code which appears as the first three digits of a seven digit telephone number.

"Paging Traffic" means the traffic described in 47 C.F.R. Section 22, Subpart E and 47 C.F.R. Section 90, Subpart P.

"Party" means either Ameritech or Carrier, and "Parties" means Ameritech and Carrier.

"Point of Interconnection" (POI) - The physical demarcation point between Ameritech and Carrier. This point establishes the technical interface, the test point(s), and the point(s) for operational division of responsibility between Ameritech's System and Carrier's System.

"Premises" - As Defined in the Act.

"Rate Center" means the specific geographic point which has been designated as being associated with a particular NPA-NXX code which has been assigned to a carrier for its provision of Telecommunications Service. The Rate Center is the finite geographic point identified by a specific V&H coordinate, which is used by that carrier to measure, for billing purposes, distance sensitive transmission services associated with the specific Rate Center; provided that the Rate Center cannot exceed the boundaries of an exchange area defined by the state regulatory commission.

"Rate Effective Date" is as defined in Section 6.3. "Reciprocal Compensation" is As Defined in the Act.

PAGE 6 of 41

"Standard Billing" means a billing arrangement offered by Ameritech to CMRS providers. Under this billing arrangement, the calling party is charged applicable calling rates for calls made to customer of a CMRS provider.

"Switched Access Detail Usage Data" shall mean a category 1101XX record as defined in the EMR Bellcore Practice BR010-200-010.

"Switched Access Summary Usage Data" shall mean a category 1150XX record as defined in the EMR Bellcore Practice BR010-200-010.

'Telecommunications" is As Defined in the Act.

"Telecommunications Carrier" is As Defined in the Act.

'Telephone Toll Services" is As Defined in the Act.

"TSLRIC" - the total service long run incremental cost.

'Type 1 Facility' - The Type 1 Facility is at the point of termination of a trunk between Carrier's System and an End Office Switch. The CMRS providers establishes Mobile to Land connections to other End Offices and other Carriers through this Connection Type.

'Type 2A Facility" or 'Tandem Facility - The Type 2A Facility is at the point of termination of a trunk between an MSC and the LEC Access Tandem. Through this Connection, Carrier can establish connections to End Office Switches and to other carriers interconnected through the tandem.

'Type 2B Facility" or "End Office Facility" - The Type 2B Facility is at the point of termination of a trunk between an MSC and an End Office Switch. Through this Connection, Carrier establishes connections to directory numbers served by the End Office Switch to which it is interconnected. A Type 2B Facility may be used in conjunction with the Type 2A Facility on a high-usage alternate routing basis to serve high-volume traffic between the MSC and the End Office Switch.

2.0 INTERPRETATION AND CONSTRUCTION

All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. The headings of the Sections are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including Ameritech or other third party offerings, guides or practices), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, rule or tariff as amended and supplemented from time to time (and, in the case of a statute,

regulation, rule or tariff, to any successor provision). In the event of a conflict between the provisions of this Agreement and The Act, the provisions of the Act shall govern.

3.0 INTERCONNECTION PURSUANT TO SECTION 251(C)(2)

3.1 <u>Scope</u>.

This <u>Section 3</u> describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Local Traffic and Access Traffic between the Parties' respective Customers. <u>Section 3</u> also describes other services offered by Ameritech to establish such Interconnection. Nothing in this Agreement shall require Ameritech to transport traffic across a LATA boundary.

3.2 Interconnection Points and Methods.

- 3.2.1 Generally. Pursuant to Section 25l(c)(2) of the Act, Carrier and Ameritech shall interconnect their networks at Ameritech's Central Office Switches and Carrier's Mobile Switching Centers for the transmission and routing of Local Traffic and Access Traffic within a LATA. Ameritech will provide to Carrier those services and other arrangements (collectively, Services) described herein, which are necessary to establish the physical connection and interchange of traffic in connection with Carrier's services.
- 3.2.2 <u>Facilities. Interconnection shall be accomplished through Type 2 or Type 1 Facilities.</u>

 Type 1 Facilities shall be Mobile-to-Land only. Any trunk facilities used for Interconnection provided by Ameritech will be provided at the rates set forth by Ameritech's TSLRIC-based rates.
- 3.2.3 <u>Type 2 Facilities. Ameritech will provide Type 2A and Type 2B Facilities, at the rates set forth by Ameritech's TSLRIC-based rates, at the Carrier's option for the purpose of interchanging calls between Customers of Ameritech and Customers of the Carrier.</u>
- 3.2.4 Type 1 Facilities. Ameritech will provide Type 1 Facilities for Mobile-to-Land calls only, pursuant to TSLRIC-based rate, for the purpose of interchanging calls between customers of Carrier and customers of Ameritech. Type 1 Facilities in the Land to Mobile direction which are in place as of the Effective Date of this Agreement may remain in place throughout the term of this Agreement, provided, however, that Ameritech shall not be obligated to provision additional Land to Mobile Type 1 Facilities to Carrier at any location where such facilities are not currently in place.
- 3.2.5 Ordering and Maintenance. Parties shall follow the ordering options, standard intervals, maintenance, joint testing, and repair standards set forth in Ameritech's intrastate Access Tariff, M.P.S.C. No. 20, Part 14, Section 6.
- 3.2.6 Additional Engineering, Labor and Miscellaneous Services. Additional engineering, additional labor and miscellaneous services ordered by Carrier and related to Services

provided herein shall be provided by Ameritech at the same rates, terms, and conditions as those set forth in Ameritech's intrastate Access Tariff.

3.2.7 Points of Interconnection.

- (1) <u>Land-to-Mobile direction. The Point of Interconnection (POI)</u> for Type 2 Interconnection provided for herein in the Land-to-Mobile direction shall be the Carrier's MSC.
- (2) <u>Mobile-to-Land direction. The POI for Telecommunications</u>
 <u>Interconnection provided for herein in the Mobile-to-Land direction shall be Ameritech's Access Tandem or End Office Switch, as appropriate.</u>
- 3.2.8 Technical Specifications. Bellcore Technical Publication GR-145-CORE describes the practices, procedures, specifications and interfaces generally utilized by Ameritech and is listed herein to assist the Parties in meeting their respective responsibilities.
- 3.2.9 <u>Billing. Nonrecurring and recurring rates for Type 1 and Type 2 Facilities are</u>
 Ameritech's developed TSLRIC-based rates.

3.3 Modifications.

Where the authorized service territory of Carrier or Ameritech is modified after the Effective Date of this Agreement, the terms and conditions of this Agreement shall be modified to recognize the extent of such modified service territory.

3.4 Signaling.

- 3.4.1 Signaling Protocol. SS7 Signaling is Ameritech's preferred method for signaling. Where multi-frequency signaling is currently used, the Parties agree to use their best efforts to convert to SS7. Where multi-frequency signaling is currently used, the Parties agree, below, to Interconnect their networks using multi-frequency ("MF") or ("DTMF") signaling, subject to availability at the End Office Switch or Tandem Switch at which Interconnection occurs. The Parties acknowledge that the use of MF signaling may not be optimal. Ameritech will not be responsible for correcting any undesirable characteristics, service problems or performance problems that are associated with MF/SS7 inter-working or the signaling protocol required for Interconnection with Carrier employing MF signaling.
- 3.4.2 SS7 Signaling. Except as otherwise provided herein, if SS7 signaling is provided by Ameritech, it will be provided in accordance with Appendix SS7 (Wireless). Appendix SS7 (Wireless) describes various SS7 elements available for Carrier to purchase from Ameritech, including elements required to exchange ISUP SS7 Signaling Messages(s) (as defined in Ameritechrdia Document GR-246-CORE) associated with Local Calls.

- If the Parties exchange ISUP SS7 Signaling Messages associated with Local Calls (hereafter referred to as "Local ISUP SS7 Signaling Messages") and Carrier does not own a substantially similar SS7 network to Ameritech's SS7 network that Carrier uses for such exchange, then Carrier shall pay Ameritech in accordance with Appendix – SS7 (Wireless) for Local ISUP SS7 Signaling Messages originated from Carrier's network and initiated with an IAM message. If the Parties exchange Local ISUP SS7 Signaling Messages and Carrier owns a substantially similar SS7 network to Ameritech's SS7 network that Carrier uses for such exchange, then the Parties will employ a bill and keep arrangement for the exchange of such Local ISUP SS7 Signaling Message(s). "substantially similar SS7 network" means an SS7 network as generally recognized in the telecommunications industry, including, without limitation, signaling links, STPs, and signaling (originating and destination) points, all of which are combined to form a "signaling network" utilized to transfer signaling messages between a Party's switches and the switches of the other Party and one or more third parties. Signaling messages delivered to Ameritech from Carrier must be associated with Authorized Services traffic originating on Carrier's network. All other SS7 signaling messages and elements will be offered to Carrier at rates described in Appendix - SS7 (Wireless). SS7 signaling associated with InterMTA Traffic will be determined using the same process described in Section 6.8 of this Agreement for determining the amount on InterMTA Traffic; such signaling shall be paid to Ameritech at SS7 rates listed in Ameritech's State access tariffs.
- 3.4.4 Parties directly or, where applicable, through their third-party provider, will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate interoperability of CCIS-based features between their respective networks, including all CLASS Features and functions, to the extent each Party offers such features and functions to its Customers. All CCIS signaling parameters will be provided including, without limitation, calling party number (CPN), originating line information (OLI), calling party category and charge number.

4.0 TRANSMISSION AND ROUTING OF LOCAL TRAFFIC.

4.1 <u>Scope of Traffic</u>.

This <u>Section 4</u> prescribes parameters for trunk groups (the "<u>Local Trunks</u>") to be used for the Interconnection described in <u>Section 3</u> for the transmission and routing of Local Traffic between the Parties' respective Customers.

4.2 Trunk Group Architecture and Traffic Routing.

The Parties shall jointly engineer and configure Local Trunks over the physical Interconnection arrangements as follows:

4.2.1 Type 2

- (a) <u>Local Trunks shall be configured via one-way trunk groups or as</u> two-way trunk groups, where mutually agreed to by the Parties.

 No Party shall terminate Access Traffic over the Local Trunks.
- (b) Each Carrier MSC shall be directly trunked to each Ameritech Tandem in each LATA for traffic in the Mobile-to-Land direction and in the Land-to-Mobile direction. Ameritech shall not be required to perform double tandem switching on a call which Ameritech transports and terminates.
- (c) Only those NXX codes served by an End Office may be accessed through a direct connection to that End Office.
- (d) When used in the Mobile-to-Land direction, the Type 2A Facility may also be used to transport Information Services Traffic to Ameritech
- (e) Traffic routed in the Mobile-to-Land direction must be routed through the Ameritech Tandem that directly serves the Ameritech End Office serving the applicable NXX code encompassing the called party number.

4.2.2 Type I

- (a) Type 1 Local Trunks shall be configured via one-way trunk groups. Carrier shall not send Access Traffic over Local Trunks.
- (b) Type 1 Local Trunks shall be directly connected to designated Ameritech End Offices.

4.3 Measurement and Billing.

- 4.3.1 For billing purposes for Type 2, each Party shall pass Calling Party Number (CPN) information on each call carried over the Local Trunks.
- 4.3.2 In the event of failure of Carrier's billing and measurement system the default for billing land-to-mobile traffic by Carrier to Ameritech shall be a factor based upon Carrier's mobile-to-land traffic as measured by Ameritech. The factor shall be based upon a ratio of 70/30 (70% mobile originated 30% land originated) and calculated by dividing the mobile to land traffic by .7 and then subtracting the mobile to land traffic from the resulting quotient..

5.0 TRANSMISSION AND ROUTING OF ACCESS TRAFFIC.

5.1 <u>Scope of Traffic</u>.

This Section 5 prescribes parameters for certain Type 2 trunk groups ("Access Trunks") to be used for Interconnection specified in Section 3 for the transmission and routing of Access Traffic between Carrier's Customers and Interexchange Carriers.

5.2 <u>Trunk Group Architecture and Traffic Routing.</u>

- 5.2.1 Except as provided for in Section 5.2.4. Access Trunks shall be used solely for the transmission and routing of Access Traffic to allow the Carrier's Customers to connect to or be connected to the Interexchange trunks of any Interexchange Carrier which is connected to Ameritech's Tandem.
- 5.2.2 The Access Trunks shall be one-way trunks (or, where mutually agreed upon, two-way trunks) connecting an MSC with an Ameritech Access Tandem utilized to route Access Traffic within a given LATA.
- 5.2.3 The Parties shall jointly determine which Ameritech access Tandem(s) will be directly trunked to each Carrier MSC for Access Traffic. Except as otherwise agreed by the Parties, Ameritech shall allow each Carrier MSC to directly trunk to the Access Tandem nearest to that MSC and shall not require that a single Carrier MSC directly trunk to multiple access Tandems, even in those cases where such MSC serves multiple Rate Centers.
- 5.2.4 When used in the Mobile-to-Land direction, Type 2A Facilities may be provided to an Ameritech Tandem to transport calls from Carrier's premises to an IXC's Switched Access Feature Group D service at the same Tandem. This arrangement requires a separate Type 2 trunk group. Carrier has provided Ameritech with documentation of a business agreement between Carrier and each such IXC for the delivery of such calls. Carrier will also provide to Ameritech, using industry standard data record formats, recordings of all calls (both completed calls and attempts) to EXCs from the Carrier premises using the Type 2A service.

5.3 Services.

This Section 5.3 only applies if Carrier transports Mobile-to-Land traffic and/or Land-to-Mobile traffic to/from an IXC through an Ameritech access tandem.

(a) Pursuant to the procedures described in Multiple Exchange Carrier Access Billing (the "MECAB") document SR-BDS-000983, Issue 6, dated February, 1998, the Parties shall provide to each other the switched Access Detail Usage Data and the Switched Access Summary Usage Data to bill for jointly provided switched access

service such as switched access Feature Groups B and D. If the procedures in the MECAB document are amended or modified, the Parties shall implement such amended or modified procedures within a reasonable period to time. The Parties agree to provide this data to each other at no charge.

(b) Each Party shall implement the "Multiple Bill/Single Tariff" option in order to bill the IXC for each Party's own portion of jointly provided telecommunications service.

5.3.1 Data Format and Data Transfer.

- (a) Necessary billing information will be exchanged on magnetic tape or, when available, via electronic data transfer using the EMR format.
- (b) Carrier shall provide to Ameritech, on a monthly basis, the Switched Access Summary Usage Data (category 1150XX records) on magnetic tape or, when available, via electronic data transfer using the EMR format.
- (c) Ameritech shall provide to Carrier, or Carrier's agent (as may be designated by Carrier in writing), on a daily basis the Switched Access Detail Usage Data (category 1101XX records) no later than fourteen (14) days from the usage recording date. Ameritech shall provide the information on magnetic tape or, when available, via electronic data transfer (e.g., network data mover) using EMR format Ameritech and Carrier shall use best efforts to utilize electronic data transfer.
- (d) When Ameritech records on behalf of Carrier and Switched Access Detail Usage Data is not submitted to Carrier, or Carrier's agent, by Ameritech in a timely fashion or if such Access Detail Usage Data is not in proper format as previously defined, and if as a result Carrier is delayed in billing the IXC, late payment charges will be payable by Ameritech to Carrier. Late payment charges will be calculated on the total amount of late access usage at the rate of .000493% per day (annual percentage rate of eighteen percent (18%)) compounded daily for the number of days late.
- (e) If Switched Access Summary Usage Data is not submitted to Ameritech in a timely fashion or if it is not in proper format as previously defined and if as a result Ameritech is delayed in billing the IXC, late payment charges will be payable by Carrier to Ameritech. Late payment charges will be calculated on the total amount of late access usage charges at the rate of .000493% per

day (annual percentage rate of eighteen percent (18%)) compounded daily for the number of days late. Excluded from this provision will be any detailed usage records not provided by Ameritech in a timely fashion.

5.3.2 Errors or Loss of Access Usage Data.

- (a) Errors may be discovered by Carrier, the IXC or Ameritech. Each Party agrees to use reasonable efforts to provide the other Party with notification of any discovered errors within two (2) business days of such discovery. All claims by a Party relating to errors or loss of access usage data shall be made within thirty (30) calendar days from the date such usage data was provided to that Party.
- (b) In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data. If such reconstruction is not possible, the Parties shall use a reasonable estimate of the lost data, based on twelve (12) months of prior usage data; provided that if twelve (12) months of prior usage data is not available, the parties shall base the estimate on as much prior usage data that is available; provided, however, that if reconstruction is required prior to the availability of at least three (3) months of prior usage data, the Parties shall defer such reconstruction until three (3) months of prior usage data is available.

6.0 RECIPROCAL COMPENSATION

- 6.1 Intentionally Left Blank
- 6.2 Intentionally Left Blank
- 6.3 Intentionally Left Blank
- 6.4 Intentionally Left Blank
 - (a) Intentionally Left Blank
 - (b) Intentionally Left Blank;
 - (c) Intentionally Left Blank;
 - (d) Intentionally Left Blank;
 - (e) Intentionally Left Blank;
 - (f) Intentionally Left Blank.

- 6.5 Intentionally Left Blank.
- 6.6 Intentionally Left Blank
- Ameritech is not providing to Carrier Type 1 Service in the Land to Mobile direction and Carrier shall not order such service from Ameritech. Carrier may order Type 1 Service in the Mobile to Land direction, and Mobile to Land Type 1 Service shall be provided at the then-existing applicable tariffed rates, terms and conditions.
- 6.8 InterMTA Traffic
- 6.8.1 For the purpose of compensation between Ameritech and Carrier under this Agreement, InterMTA Traffic is subject to the rates stated in Attachment A.
- 6.8.2 As of the Effective Date hereof, the Parties cannot accurately measure the amount of Carrier-to-Ameritech InterMTA traffic delivered by Carrier to Ameritech through the trunks provided for herein. Accordingly, for purposes of this Agreement, the Parties agree that twelve percent (12%) of the Carrier-to-Ameritech traffic delivered by Carrier to Ameritech through the trunks provided for herein shall be deemed InterMTA traffic. Notwithstanding the foregoing, should either Party provide to the other Party statespecific, Carrier-specific network engineering information, a state-specific, Carrierspecific InterMTA Traffic study, and/or other support in complete and appropriate form (determined in good faith) ("InterMTA Traffic Information"), the Parties shall use such InterMTA Traffic Information to negotiate in good faith a mutually acceptable percentage of Carrier-to-Ameritech traffic delivered by Carrier to Ameritech that is deemed InterMTA traffic. If such InterMTA Traffic Information is provided within ninety (90) days after this Agreement is executed by duly authorized representatives of both Parties, then any revised percentage of Carrier-to-Ameritech traffic deemed InterMTA Traffic, which is derived using such InterMTA Traffic Information, shall be effective as of the date such InterMTA Traffic Information was provided to the other Party, but no earlier than the Effective Date of this Agreement; otherwise, such revised percentage of Carrier-to-Ameritech traffic deemed InterMTA Traffic, which is derived using such InterMTA Traffic Information, shall be effective as of the date such InterMTA Traffic Information was provided in complete and appropriate form (determined in good faith) to the other Party. Any revised percentage of Carrier-to-Ameritech traffic deemed InterMTA Traffic that becomes effective during the Initial Term of this Agreement will remain in effect during the Initial Term hereof. After the expiration of the Initial Term, the percentage of Carrier-to-Ameritech traffic deemed InterMTA Traffic during the Initial Term shall remain in effect thereafter until either Party provides new InterMTA Traffic Information to the other Party. In such case, the Parties shall use the new InterMTA Traffic Information to renegotiate in good faith a new revised percentage of Carrier-to-Ameritech deemed InterMTA Traffic. Renegotiation of the percentage of Carrier-to-Ameritech traffic deemed InterMTA Traffic after the Initial Term shall occur no more frequently than once every twenty-four (24) months.

7.0 SPECIALIZED TRAFFIC

- 7.1 Transit Service
- 7.1.1 Although Ameritech maintains that it is not required under the Telecommunications Act of 1996, Ameritech will provide Transit Service to Carrier on the terms and conditions set forth in this Section 7.0.
- 7.1.2 Definition. Transit Service means the delivery by Ameritech of Local Telecommunications Traffic originated from Carrier to a third party LEC, ILEC, or CMRS provider.

7.1.3 Terms and Conditions

- (a) Transit Service will be provided only at Ameritech's Tandem switches.
- (b) Carrier acknowledges that it is a Carrier's responsibility to enter into arrangements with each third party LEC, ILEC, or CMRS provider for the exchange of Transit Service to and from Carrier.
- (c) Carrier acknowledges that Ameritech has no responsibility to pay any third party LEC, ILEC, or CMRS provider charges for termination of any Transit Service from Carrier. Ameritech reserves the right to not pay such charges on behalf of Carrier.
- (d) Carrier acknowledges that Ameritech has no responsibility to pay Carrier for traffic which originates from a third party LEC, ILEC or CMRS provider and which Ameritech transports to Carrier.
- 7.1.4 Payment Terms and Conditions. In addition to the payment terms and conditions contained in other Sections of this Agreement, Carrier shall compensate Ameritech for Transit Service as follows:
 - (a) Carrier shall pay Ameritech for transit traffic that Carrier delivers to Ameritech at the rate specified in Attachment B.
 - (b) As of the Effective Date of this Agreement Ameritech is not paying any third party LEC, ILEC or CMRS provider for terminating traffic originated by Carrier, and Ameritech has no present intention to do so. If Ameritech is obligated by regulatory authority to pay such charges, Carrier shall pay Ameritech: (i) those charges or costs, including any switched access charges, which such terminating third party LEC, ILEC or CMRS provider levied on Ameritech for the termination of the transited traffic; and

- (ii) Ameritech's billing and collection costs associated with billing Carrier for those third party charges not to exceed seven percent (7%) of the billed amount. Nothing in this Agreement requires Ameritech to pay third party carriers on Carrier's behalf.
- (c) Except as described in the formula in Section 4.3, Carrier shall not default bill Ameritech for unidentified traffic terminating to Carrier, unless otherwise provided for in this Agreement.
- (d) While the Parties agree that it is the responsibility of each third party LEC, ILEC or CMRS provider to enter into arrangements to deliver Transit Traffic to Carrier, they acknowledge that such arrangements are not currently in place and an interim arrangement is necessary to ensure traffic completion. Accordingly, until the date on which Carrier has entered into an arrangement with such third party LEC, ILEC or CMRS provider to deliver Transit Traffic to Carrier, Ameritech will deliver and Carrier will terminate Transit Traffic originated from such third party LEC, ILEC or CMRS provider without charge to one another.

7.1.5 <u>Carrier may order direct trunking to end offices at their option. Such trunks will be one-way Mobile-to-Land only.</u>

7.2 <u>Toll Carrier Arrangements</u>.

Where Ameritech delivers to Carrier toll traffic for which Ameritech functions as the Primary Toll Carrier pursuant to a Commission's Primary Toll Carrier Plan or similar plan, Ameritech shall pay to Carrier Carrier's applicable rates. Payment to Carrier will be based on billing records provided to Ameritech by the Secondary ILEC, or by Carrier if billing records from the Secondary ILEC are not available. In order to use Carrier's billing records, Carrier must be able to determine the true originating party of the toll traffic and that Ameritech is the Primary Toll Carrier for that toll traffic.

7.2.1 900/976 Traffic.

Each Party shall be responsible for the charges for 900/976 which originates on its own network. Nothing in this Agreement shall restrict either Party from offering to its Customers the ability to block the completion of such traffic. Ameritech will provide Carrier rated billing information for such calls pursuant to a separately negotiated agreement.

8.0 TRUNKING

8.1 Generally.

Except as otherwise agreed by the Parties, the Parties-shall establish one-way trunks between their networks. These trunks shall separately carry Land-to-Mobile and Mobile-to-Land traffic. All trunks shall be provisioned and maintained at a P.01 grade of service.

- 8.1.1 Carrier shall be responsible for provisioning (and shall bear all costs of) two separate trunk groups between its MSCs and Ameritech's network for Mobile-to-Land traffic. The two trunk groups shall separately carry the following types of traffic:
 - (a) a trunk group for traffic from Carrier to Ameritech for Local and intraLATA calls; and
 - (b) a trunk group for traffic from Carrier to Ameritech for calls routed to an Interexchange Carrier.
- 8.1.2 Ameritech shall be responsible for provisioning (and shall bear all costs of) a separate trunk group between its network and Carrier's MSCs for Local, Ameritech-originated Land-to-Mobile traffic.
- 8.1.3 Where Ameritech and Carrier mutually agree to maintain a two way trunk group, the cost of such provision shall be mutually shared based on the percentage of traffic carried over that two way trunk group by each of the parties.
- 8.1.4 Intentionally Left Blank.
- 8.2 NXX Rating Plan.
- 8.2.1 Flexible Rating of NXX Codes
 - (a) The flexible rating of NXX codes described in this Section is available only for Type 2 Land to Mobile traffic which is billed under the Standard Billing arrangement ("Covered Traffic"). Carrier may designate a Rate Center for each NXX code assigned to it for Covered Traffic at either: 1) its own premises; or 2) an Ameritech End Office located within the same LATA as Carrier's premises. Carrier may designate as its premises a Carrier MSC, a Carrier cell site or another mutually agreed upon location.
 - (b) Where the specified Rate Center is at Carrier's premises or an Ameritech End Office, Ameritech will transport Covered Traffic from the originating End Office Switch to the Carrier's premises without a charge to Carrier. For existing NXX codes where the

specified Rate Center is at an Ameritech Tandem, Carrier shall provide transport for Land to Mobile traffic between the tandem and its premises.

- 8.2.2 <u>Direct Trunking of Mobile to Land Traffic. Ameritech shall transport Covered Traffic to Carrier's MSC</u>, or, in the event Carrier has no MSC in the LATA, to Carrier's <u>designated premises within the LATA</u>. Carrier shall transport traffic in the Mobile to Land direction to Ameritech's tandems.
- 8.3 Reports.

Carrier may purchase the Type 2 Transit Traffic Distribution

Report-Mobile-to-Land. A report showing traffic originating on Carrier's network and transiting through Ameritech for termination by LECs, ILECs or other CMRS providers.

A sample copy of this report is set forth in Attachment D. Carrier shall not disclose information in these reports, other than to bill and collect compensation from other Carriers, without Ameritech's written consent.

9.0 TERM AND TERMINATION

- 9.1 The initial term of this Agreement will expire October 28, 2004 (the "Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew for one (1) year periods ("Renewal Term"), absent the receipt by one Party of written notice from the other Party at least one hundred twenty (120) days prior to the expiration of the Initial Term or at any time during any a Renewal Term to the effect that such Party elects not to renew or continue this Agreement.
- 9.2 Notwithstanding the foregoing, upon delivery of written notice at least one hundred twenty (120) days prior to the expiration of the Initial Term or any Renewal Term, either party may require negotiations of the rates, prices and charges, terms and conditions of the services to be provided under this Agreement effective upon such expiration. If the Parties are unable to satisfactorily negotiate such new rates, prices, charges and terms within ninety (90) days of such written notice, either party may petition the appropriate regulatory agency or take such other action as may be necessary to establish appropriate terms. If the Parties are unable to mutually agree on such new rates, prices, charges and terms or the appropriate regulatory agency does not issue its order prior to the applicable expiration date, the Parties agree that the rates, terms and conditions ultimately ordered by such appropriate regulatory agency or negotiated by the Parties will be effective retroactive to such expiration date. Until such time as the appropriate regulatory agency issues its order, the rates, terms and conditions of this Agreement shall control.

PAGE 19 of 41

9.3 <u>Default</u>. When a party believes that the other party is in violation of a term or condition of this Agreement ("Defaulting Party"), it will provide written notice to such Defaulting Party of such violation prior to commencing the dispute resolution procedures set forth in Section 29.0.

9.4 <u>Payment</u>. Upon Expiration or Termination. In the case of the expiration or termination of this Agreement for any reason, each of the Parties will be entitled to payment for all services performed and expenses accrued or incurred prior to such expiration or termination.

10.0 BILLING AND PAYMENT

- 10.1 Ameritech and Carrier shall invoice each other on a monthly basis. Both Ameritech and Carrier shall pay the undisputed portion of any invoice within thirty (30) days from the date of the invoice. Undisputed past due amounts shall be assessed a late payment charge in the amount of 0.000493% per day (annual percentage rate of 18%) compounded daily, or the highest rate allowed by law, whichever is lower. If a dispute is resolved against a Party interest shall be due on the past due amount at the rate set forth above. If either party disputes an amount, it must do so in writing to the other party within sixty (60) days from the date of the invoice.
- 10.2 <u>A Party shall promptly reimburse or credit the other Party for any charges that should</u> not have been billed to the other Party as provided in this Agreement. Such reimbursements shall be set forth in the appropriate section of the invoice.
- 10.3 A Party shall bill the other Party for any charges that should have been billed to the other Party as provided in this Agreement, but have not been billed to the other Party ("Unbilled Charges"); provided, however, that, except as provided in the Disputes Section, the billing Party shall not bill for Unbilled Charges which were incurred more than two (2) years prior to the date that the billing Party transmits a bill for any Unbilled Charges.
- 10.4 The invoice for Reciprocal Compensation payment from Carrier must contain substantive detail comparable to the monthly billing invoice provided to Carrier by Ameritech.

11.0 GENERAL RESPONSIBILITIES OF THE PARTIES

11.1 Cooperation.

The Parties shall exchange technical descriptions and forecasts of their Interconnection and traffic requirements in sufficient detail necessary to establish the Interconnection required to assure traffic completion to and from all Customers in their respective designated service areas.

11.2 <u>Non-Binding Forecasts</u>.

Thirty (30) days after the Effective Date and each quarter during the term of this Agreement, each Party shall provide the other Party with a rolling, six (6) calendar month, nonbinding forecast of its traffic and volume requirements for the Services provided under this Agreement in the form and in such detail as agreed by the Parties.

11.3 Binding Forecasts.

The Parties acknowledge that Ameritech and Carrier already have established connections between their networks which accommodate current traffic levels and that neither Party can foresee unusual changes in historic traffic growth patterns. Accordingly, binding forecasts shall not be required under this Agreement unless a Party reasonably anticipates a twenty percent (20%) change in traffic volumes between their networks over a six (6) month period (an "Extraordinary Change")-In the event that either Party reasonably anticipates an Extraordinary Change, then upon advanced written notice provided by either Party, the Parties shall enter into negotiations to establish a forecast (a "Binding Forecast") that commits the terminating carrier to use and the originating carrier to provide Interconnection Facilities to be utilized as set forth in such Binding Forecast. The Parties shall negotiate the terms of such Binding Forecast in good faith and may include in such Binding Forecast provisions regarding price, quantity, liability for failure to perform under a Binding Forecast and any other terms desired by the Parties.

11.4 Facilities.

Each Party is individually or jointly responsible to provide facilities within its network for routing, transporting and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in industry standard format and to terminate the traffic it receives in that standard format to the proper address on its network. Such facility shall be designed based upon the description and forecasts provided under Sections 11.1. 11.2 and, if applicable, 11.3. The Parties are each solely responsible for participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan.

Network Management.

11.4.1 Parties will agree to follow network management standards set forth in Ameritech's intrastate Access Tariff, MPSC Tariff No. 20. Each party will cooperate to employ characteristics and methods of operation that will minimize interference with or impairment of the service of any facilities of the other or any third parties connected with the network of the other.

- 11.4.2 Each Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward the other Party's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.
- 11.4.3 The Parties shall cooperate and share preplanning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on each Party's network.
- 11.4.4 Neither Party shall use any Services provided in this Agreement in any manner that interferes impairs the quality of service to other carriers or to either Party's Customers, causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing equipment (individually and collectively, a "Network Harm"). If a Network Harm shall occur or if a Party reasonably determines that a Network Harm is imminent, such Party shall, where practicable, notify the other Party that temporary discontinuance or refusal of service may be required; provided, however, wherever prior notice is not practicable, such Party may temporarily discontinue or refuse service forthwith, if such action is reasonable under the circumstances. In case of such temporary discontinuance or refusal, such Party shall:
 - (a) Promptly notify the other Party of such temporary discontinuance or refusal;
 - (b) Afford the other Party the opportunity to correct the situation which gave rise to such temporary discontinuance or refusal; and
 - (c) Inform the other Party of its right to bring a complaint to the Commission or FCC.
- 11.4.5 Carrier and Ameritech shall work cooperatively to install and maintain a reliable network. Carrier and Ameritech shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government and such other information as the Parties shall mutually agree) to achieve this desired reliability.

11.5 Sole Responsibility.

Each Party is solely responsible for the Services it provides to its Customers and to other Telecommunications Carriers.

11.6 Fraud.

The Parties shall work cooperatively to minimize fraud associated with thirdnumber billed calls, calling card calls, and any other services related to this Agreement.

11.7 NXX Codes.

Each Party is responsible for administering NXX codes assigned to it.

11.8 LERG Listings.

Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of Common Language Location Identification ("CLLT) codes assigned to its switches. Each Party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide all required information to Bellcore for maintaining the LERG in a timely manner.

11.9 Systems Update.

Each Party shall program and update its own systems to recognize and route traffic to and from the other Party's assigned NXX codes. Except as mutually agreed or as otherwise expressly defined in this Agreement, neither Party shall impose any fees or charges on the other Party for such activities.

11.10 Insurance.

At all times during the term of this Agreement, each Party shall keep and maintain in force at that Party's expense all insurance required by law, general liability insurance and worker's compensation insurance. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self-insurance).

12.0 INDEMNIFICATION

12.1 General Indemnity Rights.

Each Party (the "Indemnifying Party") shall defend and indemnify the other Party, its officers, directors, employees and permitted assignees (collectively, the "Indemnified Party") and hold such Indemnified Party harmless against:

- (a) any Loss to a third party arising out of the negligence or willful misconduct by such Indemnifying Party, its agents, its Customers, contractors, or others retained by such parties, in connection with its provision of services under this Agreement;
- (b) any Loss arising from such Indemnifying Party's use of services offered under this Agreement, involving:
 - (1) Claims for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the

Indemnifying Party's own communications or the communications of such Indemnifying Party's Customers; or

- Claims for infringement of any Intellectual Property right of a third party to the extent that such Loss arises from an Indemnified Party's or an Indemnified Party's Customer's use of a service provided under this Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply in the case of (i) (A) any use by an Indemnified Party of a service (or element thereof) in combination with elements, services or systems supplied by the Indemnified Party or persons other than the Indemnified Party or (B) where an Indemnified Party or its Customer modifies or directs the Indemnifying Party to modify such service and (ii) no infringement would have occurred without such combined use or modification; and
- (c) Any Loss arising from such Indemnifying Party's failure to comply with applicable law, other than the Act or applicable FCC or Commission rules.

12.2 <u>Customer Losses</u>.

In the case of any Loss alleged or made by a Customer of either Party, the Party whose Customer alleged or made such Loss shall be the Indemnifying Party under Section 12.1 and the other Party shall be the Indemnified Party.

12.3 Indemnification Procedures.

Whenever a claim shall arise for indemnification under this Section, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except the extent that such failure prejudices the Indemnifying Party's ability to defend such claim. The Indemnifying Party shall have the right to defend against such liability or assertion in which event the Indemnifying Party shall give, within ninety (90) days of its receipt of a request to defend same, written notice to the Indemnified Party of acceptance of the defense of such claim and the identity of counsel selected by the Indemnifying Party. Until such time as the Indemnifying Party provides such written notice of acceptance of the defense of such claim, the Indemnifying Party shall defend such claim, subject to any right to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such claim. The Indemnifying Party shall

have exclusive right to control and conduct the defense and settlement of any such claims subject to consultation with the Indemnified Party. The Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement. At any time, an Indemnified Party shall have the right to refuse a compromise or settlement and, at such refusing Party's cost, to take over such defense; provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnified Party against, any cost or liability in excess of such refused compromise or settlement With respect to any defense accepted by the Indemnifying Party, the relevant Indemnified Party shall be entitled to participate with the Indemnifying Party in such defense if the claim requests equitable relief or other relief that could affect the rights of the Indemnified Party and all shall be entitled to employ separate counsel for such defense at such Indemnified Party's expense. If the Indemnifying Party does not accept the defense of any indemnified claim as provided above, the relevant Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such claim and the relevant records of each Party shall be available to the other Party with respect to any such defense.

13.0 LIMITATION OF LIABILITY

- 13.1 Each Party shall be responsible only for service(s) and facility(ies) which are provided by that Party, its authorized agents, subcontractors, or others retained by such parties, and neither Party shall bear any responsibility for the services and facilities provided by the other Party, its agents, subcontractors, or others retained by such parties. No Party shall be liable for any act or omission of another Telecommunications Carrier (other than Affiliate) providing a portion of a service.
- 13.2 Except for indemnity obligations under this Agreement, each Party's liability to the other Party for any Loss relating to or arising out of any negligent act or omission in its performance of this Agreement, whether in contract, tort, or otherwise, shall be limited to the total amount that is or would have been charged to the other Party by such negligent or breaching Party for the service(s) or function(s) not performed or improperly performed.
- 13.3 In no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including but not limited to loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages; provided, that the foregoing shall not limit a Party's obligation under Section 10.0 to indemnify, defend and hold the other Party harmless against any amounts payable to a third party, including

any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorney's fees) and Consequential Damages of such third party.

13.4 Each Party shall provide in its tariffs and contracts with its Customers that relate to any Telecommunications Service provided or contemplated under this Agreement that hi no case shall such Party or any of its suppliers, contractors or others retained by such Party be liable to any Customer or third party for (i) any Loss relating to or arising out of the provision of the Telecommunications Service, whether in contract, tort, or otherwise that exceeds the amount such Party would have charged the applicable Customer for the service(s) or function(s) that give rise to such Loss and (ii) any Consequential Damages (as defined in this Agreement.)

14.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, OR AN APPLICABLE TARIFF, IF ANY, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE.

15.0 REGULATORY APPROVAL

15.1 Commission Approval.

Carrier understands that Ameritech will file this Agreement with the Commission and it may thereafter be filed with the FCC. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252 of the Act without modification. If the Commission or the FCC rejects any portion of this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion; provided that such rejected portion shall not affect the validity of the remainder of this Agreement. The Parties acknowledge that nothing in this Agreement nor its filing with any regulatory agency shall limit a Party's ability, independent of such Party's agreement to support and participate in the approval of this Agreement, to assert public policy issues relating to the Act.

16.0 AUTHORIZATION

16.1 Michigan Bell Telephone Company is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

17.0COMPLIANCE

Each party shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement.

18.0 INDEPENDENT CONTRACTOR

Each Party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties. Each Party and each Party's contractor shall be solely responsible for the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to their employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

19.0FORCE MAJEURE

Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (individually or collectively, a "Force Majeure Event").

20.0CONFIDENTIALITY

Any information such as specifications, drawings, sketches, business information, 20.1 forecasts, models, samples, data, computer programs and other software and documentation of one Party (a "Disclosing Party") that is furnished or made available or otherwise disclosed to the other Party or any of such other Party's employees, contractors, agents or Affiliates (its "Representatives" and with a Party, a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be marked "Confidential" or "Proprietary" or by other similar notice, and, if oral or visual, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or was independently developed by the receiving party, or was already in the public domain, or is explicitly agreed in writing not to be regarded as confidential, it (a) shall be held in confidence by each Receiving Party; (b) shall be disclosed to only those Representatives who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used only for such purposes; and (c) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law only in accordance with Section 18.2.

- 20.2 If any Receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may then either seek appropriate protective relief from all or part of such requirement or, if it fails to successfully do so, it shall be deemed to have waived the Receiving Party's compliance with this Section with respect to all or part of such requirement The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to obtain.
- 20.3 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.

21.0GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Michigan without reference to conflict of law provisions, except insofar as the Act or the FCC's rules and regulations may control any aspect of this Agreement.

22.0TAXES

22.1 Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees, surcharges penalties or interest ('Taxes'') levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such Taxes) and neither shall be responsible for any Tax on the other Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption

PAGE 28 of 41

certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide said resale exemption certificate will result in no exemption being available to the purchasing Party for any charges invoiced prior to the date such exemption certificate is furnished.

- If any taxing authority seeks to collect any such Tax that was not billed by the 22.2 providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such Tax, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery. If it is ultimately determined that any additional amount of such a Tax is due to the imposing tax authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon. Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any Tax, interest and penalties thereon, or other charges or payable expenses (including reasonable attorneys fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such Tax. Each Party shall notify the other party in writing of any assessment, proposed assessment or other claim for any additional amount of such a Tax by taxing authority; such notice to be provided, if possible, at least twenty (20) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than ten (10) days after receipt of such assessment, proposed assessment or claim.
- 22.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such Tax, the Parties shall consult with respect to the imposition and billing of such Tax and with respect to whether to contest the imposition of such Tax. Notwithstanding the foregoing, the providing Party may continue to bill any such Tax, unless the purchasing Party provides an opinion of a recognized tax counsel stating that it is more likely than not that such Tax is not applicable, and that the purchasing Party's position, would prevail in a contest to the imposition of such Tax. In any challenge by a taxing authority arising from such determination of the purchasing Party, the indemnification provisions of Section 12.2 shall apply.
- 22.4 In any contest of a Tax by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest Further, the other Party shall be

reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

23.0NON-ASSIGNMENT

Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party; provided that each Party may assign this Agreement to a corporate Affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

24.0 NON-WAIVER

Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

25.0 INTERVENING LAW

- In the event that any of the rates, terms and/or conditions herein, or any of the laws or 25.2 regulations that were the basis or rationale for such rates, terms and/or conditions in the Agreement, are invalidated, modified or stayed by any action of any state or federal regulatory or legislative bodies or courts of competent jurisdiction, including but not limited to any decision by the Eighth Circuit relating to any of the costing/pricing rules adopted by the FCC in its First Report and Order, In re: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, 11 FCC Rcd 15499 (1996)(e.g., Section 51.501, et seq.), upon review and remand from the United States Supreme Court, in AT&T Corp. v. Iowa Utilities Bd., 525 U.S. 366 (1999) (and on remand Iowa Utilities Board v. FCC, 219 F.3d 744 (8th Cir. 2000) or Ameritech v. FCC, 526 U.S. 1142 (1999), upon the written request of either Party, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to If negotiations fail, disputes between the Parties concerning the the Agreement. interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement.
- 25.3 Without limiting the general applicability of the foregoing, the Parties acknowledge that on January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Bd.*, 525 U.S. 366 (1999) (and on remand, *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000)) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999). In addition, the Parties acknowledge that on November 5, 1999, the FCC issued

its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). The Parties further acknowledge that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic (the "ISP Intercarrier Compensation Order.") By executing this Agreement and carrying out the intercarrier compensation rates, terms and conditions herein. Ameritech does not waive any of its rights, and expressly reserves all of its rights, under the ISP Intercarrier Compensation Order, including but not limited to its right to exercise its option at any time in the future to invoke the Intervening Law or Change of Law provisions and to adopt, on a date specified by Ameritech, the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions. The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights, remedies, or arguments with respect to such decisions and any remand thereof, including its right to seek legal review or a stay pending appeal of such decisions or its rights under this Intervening Law paragraph.

26.0 PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS

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

27.0 NOTICES

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

To Carrier:

Centennial Communications 6302 Constitution Dr. Fort Wayne, IN 46804 Attn: Bob Millspaugh 760-436-9890

Fax: 760-436-9472

Second Notice to:

Centennial Communications VP – Legal Affairs 3349 Route 138, Bldg. A Wall, NJ 07719 732-556-2252 Fax: 732-556-2254

da. 732 330 223

To Ameritech:

Contract Administration ATTN: Notices Manager 311 S. Akard St., 9th Floor, Four SBC Plaza Dallas, TX 75202-5398 214-464-6776

Fax: 214-464-2006

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, (iii) three (3) days after mailing in the case of first class or certified U. S. mail or (iv) on the date set forth on the confirmation in the case of telecopy.

28.0 JOINT WORK PRODUCT

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

29.0 NO THIRD PARTY BENEFICIARIES; DISCLAIMER OF AGENCY

This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party

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

30.0 SURVIVAL

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

31.0 DISPUTES

31.1 Disputed Amounts.

- 31.1.1 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall within sixty (60) days of its receipt of the invoice containing such disputed amount give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item, provided, however, that a failure to provide such" notice by that date shall not preclude a Party from subsequently challenging billed charges. The Non-Paying Party shall pay when due (i) all undisputed amounts to the Billing Party and (ii) all Disputed Amounts into an interest bearing escrow account with a third party escrow agent mutually agreed upon by the Parties. Notwithstanding the foregoing, a Party shall be entitled to dispute only those charges for which the Bill Due Date was within the immediately preceding twelve (12) months of the date on which the other Party received notice of such Disputed Amounts.
- 31.1.2 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within sixty (60) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives; however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

PAGE 33 of 41

- 31.1.3 If the Parties are unable to resolve issues related to the Disputed Amounts within forty-five (45) days after that Parties' appointment of designated representatives pursuant to Section 31.1.2, then either Party may file a complaint with the Commission or FCC to resolve such issues or proceed with any other remedy pursuant to law or equity. The Commission or the FCC may direct release of any or all funds (including any accrued interest) in the escrow account, plus applicable late fees, to be paid to either Party.
- 31.1.4 The Parties agree that all negotiations pursuant to this Section shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.
- 31.1.5 Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the rates set forth in Section 8.1.

32.0 DISPUTE ESCALATION AND RESOLUTIONS

Except as otherwise provided herein, any dispute, controversy or claim (individually and collectively, a "Dispute") arising under this Agreement shall be resolved in accordance with the procedures set forth in this Section 31.2. In the event of a Dispute between the Parties relating to this Agreement and upon the written request of either Party, each of the Parties shall appoint a designated representative who has authority to settle the Dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Dispute and negotiate in good faith in an effort to resolve such Dispute. The specific format for such discussions will be left to the discretion of the designated representatives; however, all reasonable requests for relevant information made by one Party to the other Party shall be honored. If the Parties are unable to resolve issues related to a Dispute within thirty (30) days after the Parties' appointment of designated representatives as set forth above, a Party may (i) bring an action in an appropriate Federal district court, (ii) file a complaint with the FCC pursuant to Section 207 or 208 of the Act, (iii) seek a declaratory ruling from the FCC, (iv) file a complaint in accordance with the rules, guidelines and regulations of the Commission or (v) seek other relief under applicable law.

33.0 PRIOR AGREEMENT

There is currently in effect an "Interconnection Agreement for a Wireless System Under Sections 251 and 252 of the Telecommunications Act of 1996" dated October 28, 1999, between Ameritech and AirTouch Cellular, Inc. n/k/a Verizon Wireless, as amended ("Prior Agreement"). The Prior Agreement shall remain in full force and effect until this Agreement is approved by the Commission, at which time the rates in this Agreement shall go into effect and the Prior Agreement shall automatically terminate and shall be superseded by this Agreement.

AMERITECH MICHIGAN/CENTENNIAL COMMUNICATIONS D/B/A CENTENNIAL WIRELESS, INCLUDING ITS AFFILIATE CENTENNIAL MICHIANA LICENSE CORP.

INTERCONNECTION AGREEMENT
PAGE 34 of 41

34.0 ENTIRE AGREEMENT

The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein, which are incorporated into this Agreement by this reference, constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. From the Rate Effective Date, the Prior Agreement shall be superseded and revoked and shall have no further force or effect Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently hi the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by an officer of each Party.

AMERITECH MICHIGAN/CENTENNIAL COMMUNICATIONS D/B/A CENTENNIAL WIRELESS. INCLUDING ITS AFFILIATE CENTENNIAL MICHIANA LICENSE CORP. INTERCONNECTION AGREEMENT PAGE 35 of 41

IN WITNESS WHEREOF, this Agreement has been executed by the Parties on the date set forth above.

Centennial Communications d/b/a Centennial Wireless, including its affiliate Centennial michiana License Corp.

Michigan Bell Telephone Company d/b/a Ameritech Michigan

By SBC Telecommunications, Inc., its authorized agent

By: Shunky

Name: Jeff Shively

Title: VP ENGINGERING

Date: 4-15-03

(Signature)

Name: Mike Auinbauh

Title: For/President – Industry Markets

Date: ____ MAY 3 0 2003

It is SBC Ameritech Michigan's contention that this Agreement incorporates certain rates, terms and conditions that were not voluntarily negotiated by SBC Ameritech Michigan, but instead resulted from determinations made in arbitrations under Section 252 of the Act or from other requirements of regulatory agencies or state law (individually and collectively, a "Non-Voluntary Arrangement"). SBC Ameritech Michigan has designated in **bold-faced, underlined, and italicized type** some, but not all, of what it believes to be Non-Voluntary Arrangements in this Agreement, in order to facilitate its own internal record-keeping and to inform third parties who come into possession of this Agreement that SBC Ameritech Michigan believes such provisions to be Non-Voluntary Arrangements that are not or may not be available in any state other than the state that originally imposed/required such Non-Voluntary Arrangement. SBC Ameritech Michigan's failure to specifically identify any provision in this Agreement that is in fact a Non-Voluntary Arrangement does not constitute a waiver of SBC Ameritech Michigan's right to assert that such provision is a Non-Voluntary Arrangement.

Verizon Wireless's consent to permit SBC Ameritech Michigan to designate what SBC Ameritech Michigan believes to be Non-Voluntary Arrangements in this Agreement does not constitute agreement with SBC Ameritech Michigan that such provisions were arrived at without the voluntary agreement of SBC Ameritech Michigan or Verizon Wireless's agreement that SBC Ameritech Michigan's view of the legal consequence of a provision being a Non-Voluntary Arrangement is correct. Verizon Wireless expressly reserves its right to challenge SBC Ameritech Michigan's designation of any and all provisions of this agreement as Non-Voluntary Arrangements and the availability of such provisions under Section 252(i) of the Act and the conditions of SBC's merger with Ameritech.

AMERITECH MICHIGAN/CENTENNIAL COMMUNICATIONS D/B/A CENTENNIAL WIRELESS, INCLUDING ITS AFFILIATE CENTENNIAL MICHIANA LICENSE CORP. INTERCONNECTION AGREEMENT PAGE 36 of 41

Since this Agreement is an adoption of an existing approved Interconnection Agreement, the term "Effective Date" throughout the Agreement (excluding the title page and Preamble) shall mean 104 30 , 2003. The change in "Effective Date" within the Agreement is only intended so that the Parties may meet the operation obligations of the Agreement and in no way is intended to extend the Agreement beyond the termination date of the adopted Agreement.

*Carrier under this MFN agreement has not yet provided any Carrier-specific information (as the carrier in the underlying agreement did) to support any modification to the default rates, percentages and factors in the underlying Agreement. Accordingly, the default rates, percentages and factors in the underlying Agreement will apply TO THE MFN'ING CARRIER UNLESS AND until the APPROPRIATE provisions of the MFN Agreement are INVOKED BY EITHER PARTY AND ALTERNATE RATES, PERCENTAGES, FACTORS AND/OR COMPENSATION RATES ARE NEGOTIATED BY THE PARTIES WHICH ARE SPECIFIC TO THE MFN'ING CARRIER, if any.

Attachment A

Reciprocal Compensation Rates

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InterMTA Traffic Rate

InterMTA Rate (to be paid per Conversation MOU to Ameritech by Carrier on applicable Carrier to Ameritech InterMTA calls):

\$.0055190

AMERITECH MICHIGAN/CENTENNIAL COMMUNICATIONS D/B/A CENTENNIAL WIRELESS, INCLUDING ITS AFFILIATE CENTENNIAL MICHIANA LICENSE CORP. INTERCONNECTION AGREEMENT PAGE 38 of 41

Attachment B Transit Traffic Charges

Per Minute of Use

Calls originating on Carrier's network and terminating to another Carrier's network and transiting Ameritech's network

\$0.005177

AMERITECH MICHIGAN/CENTENNIAL COMMUNICATIONS D/B/A CENTENNIAL WIRELESS, INCLUDING ITS AFFILIATE CENTENNIAL MICHIANA LICENSE CORP. INTERCONNECTION AGREEMENT PAGE 39 of 41

Attachment C Report Charges

Type 2 Transit Traffic Report Mobile-to-Land per report, per ACNA, per State, per month

\$ 100.00

Additional Copies

no charge

AMERITECH MICHIGAN/CENTENNIAL COMMUNICATIONS D/B/A CENTENNIAL WIRELESS, INCLUDING ITS AFFILIATE CENTENNIAL MICHIANA LICENSE CORP.

INTERCONNECTION AGREEMENT
PAGE 40 of 41

Attachment D Type 2 Transit Traffic Report Mobile-to-Land

Telecommunications Carrier	MOU
General Tel	2,575
Century	16,597
Deerfield Farmers	75,996
Spring-CENTEL	467,260
Lennon	35,746
	Customer ACNA
	Year/Month
	State

AMERITECH MICHIGAN/CENTENNIAL COMMUNICATIONS D/B/A CENTENNIAL WIRELESS, INCLUDING ITS AFFILIATE CENTENNIAL MICHIANA LICENSE CORP. INTERCONNECTION AGREEMENT PAGE 41 of 41

Attachment E

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APPENDIX SS7 (WIRELESS)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for non-discriminatory access to the Common Channel Signaling/Signaling System 7 (CCS/SS7) signaling network provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and Carrier. CCS/SS7 is comprised of Dedicated Signaling Links, Signaling Link Transport and Signaling Transfer Points (STP). In addition, this Appendix provides for CCS/SS7 functionality and translations to support SS7 based services and applications.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, <u>SBC-13STATE</u> means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, <u>SBC-12STATE</u> means the applicable above listed ILECs doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 As used herein, <u>SBC-7STATE</u> means the applicable above listed ILECs doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.6 As used herein, <u>SBC-2STATE</u> means the applicable above listed ILECs doing business in California and Nevada.
- 1.7 As used herein, <u>SBC-SWBT</u> means the applicable above listed ILECs doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.8 As used herein, <u>SBC-AMERITECH</u> means the applicable above listed ILECs doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.9 As used herein, <u>PACIFIC</u> means the applicable above listed ILECs doing business in California.

2. SERVICE DESCRIPTION

2.1 <u>SNET</u> does not offer access to the SS7 signaling network under this agreement. Rather, SS7 is available as described in DPUC ordered CT Access Service Tariff Section 18.2.8. SS7 interconnection arrangements between <u>SNET</u> and Carrier will be on an individual case basis (ICB) due to the individual architectures of both Carrier and <u>SNET</u> signaling networks and unique requirements of the individual parties.

2.2 <u>SS7 Transport</u>

- 2.2.1 SS7 as defined in this Appendix, provides for the transporting of call setup (i.e. ISUP) signaling to each end-office subtended from the tandem in the LATA in which the interconnection occurs as outlined in this Agreement. SS7 Transport of SS7 Global Access or SS7 Access as defined in the SBC-12STATE below outlines the requirements for interLATA signaling.
- 2.2.2 SS7 Transport provides for the routing and screening of SS7 messages from an SBC-7STATE pair of STPs (i.e., a mated pair) to another SBC-7STATE pair of STPs. In the SBC-AMERITECH, due to the fact that state gateway STPs are not interconnected, SS7 Transport provides for the routing and screening of SS7 messages from a SBC-AMERITECH pair of designated Gateway STPs (i.e., a mated pair) to another SBC-AMERITECH pair of STPs within the same state only. The screening of messages provides for Carrier designation of signaling points associated with the Carrier and controls which messages may be allowed by the SBC-12STATE STP pairs. The routing of messages provides for the transfer of a complete message between signaling links, and for a Global Title Translation (GTT) of the message address, if needed.
- 2.2.3 SS7 Transport provides routing of messages for all parts of the SS7 protocol. These messages may support other applications and services such as, CLASS services, Message Waiting services, Toll Free Database services, Line Information Data Base (LIDB) Services, Calling Name (CNAM) Database services, Advanced Intelligent Network (AIN) services and Telecommunications Industry Association Interim Standard-41 (IS-41) services. SS7 Transport will route messages to the global title address or to the signaling point code address of the message based on the translation information of <u>SBC-12STATE</u>'s STP.

2.3 Dedicated Signaling Links

2.3.1 Dedicated Signaling Links provide interconnection to <u>SBC-12STATE</u>'s signaling network. Each signaling link is a set of dedicated 56Kbps (or higher speed) transmission paths between Carrier STPs or switches and

the <u>SBC-12STATE</u> STP mated pair. The Carrier designated Signaling Points of Interconnection (SPOI) are at <u>SBC-7STATE</u>'s STP, an <u>SBC-7STATE</u> serving wire center or are collocated in an <u>SBC-12STATE</u> wire center. In <u>SBC-AMERITECH</u> the SPOI is always collocated in the <u>SBC-AMERITECH</u> STP serving office. This means of collocation is required in <u>SBC-AMERITECH</u> for access to the <u>SBC-AMERITECH</u> STP. The links are fully dedicated to the use of Carrier and provide the screening and routing usage for the <u>SBC-12STATE</u> STP to which the link is connected. Dedicated Signaling Links are available to Carriers for their use in furnishing SS7-based services or applications to their end users or other users of SS7 signaling information.

2.4 Dedicated Signaling Links include the following elements:

2.4.1 SS7 Link Cross Connect

2.4.1.1 The SS7 Link Cross Connect provides a DS-0 or DS1 connection in the <u>SBC-12STATE</u> STP building and connects the STP Port Termination to the Carrier SPOI.

2.4.2 STP Port Termination

2.4.2.1 The STP Port Termination is the physical termination of the signaling link (i.e. 56 kbps circuit) at an <u>SBC-12STATE</u> STP. A STP Port Termination is used for each 56 kbps SS7 Link Cross-Connect terminated at an SBC-12STATE STP.

2.4.3 STP Access Link

- 2.4.3.1 The STP Access Link provides a 56-kilobit per second digital facility when Carrier requires an interoffice facility to connect from the Carrier SPOI to the STP building location.
- 2.5 The Carrier shall provide the portion of the signaling link from the Carrier premises within the LATA to the <u>SBC-12STATE</u> STP location or the Carrier SPOI. Carrier shall identify the DS1 or channel of a DS1 that will be used for the signaling link.
- 2.6 Carrier shall identify to <u>SBC-12STATE</u> the facility and channel to which the SS7 Link Cross Connect shall connect. If the facility does not terminate in the STP location <u>SBC-12STATE</u> shall provide a transport facility referred to as the STP Access Link. The STP Access Link will connect to the DS-0 cross connect at the STP location.

- 2.7 When Carrier uses an alternative DS1 facility or arranges, or agrees to allow, a physical degree of diversity or performance that is not in accordance with the specifications of Telcordia technical publication, GR-905-CORE, Carrier acknowledges that the performance and reliability of the SS7 protocol may be affected and the performance and reliability standards described in GR-905-CORE may be disqualified.
- 2.8 Dedicated Signaling Links are subject to <u>SBC-12STATE</u> compatibility testing and certification requirements pursuant to the Network Operations Forum Reference Document, GR-905-CORE and <u>SBC-12STATE</u> Technical Publication, TP76638. In the <u>SBC-AMERITECH</u> Technical Publication AM-TR-OAT-000069 will apply in addition to the documents referenced above. In <u>SBC-2STATE</u> PUB L-780023-<u>SBC-2STATE</u> may be substituted for TP76638 and first interconnections to <u>PACIFIC</u>'s signaling network per Carrier and per signaling point type of equipment will require completion of <u>PACIFIC</u>'s CCS/SS7 interconnection questionnaire. Each individual set of links from Carrier switch to <u>SBC-12STATE</u> STP will require a pre ordering meeting to exchange information and schedule testing for certification by <u>SBC-12STATE</u>.
- 2.9 Dedicated Signaling Links Technical Requirements
 - 2.9.1 Dedicated Signaling Links will perform in the following two ways:
 - 2.9.1.1 as an "A-link", which is a connection between a switch and a home signaling transfer point (STP) mated pair; and
 - 2.9.1.2 as a "B-link" or "D-link," which is an interconnection between STPs in different signaling networks.
 - 2.9.2 When Carrier provides its own switch or STP, Carrier will provide DS1 (1.544 Mbps) interfaces at the Carrier-designated SPOIs. DS1 transport to the SPOI can be provided for, as previously indicated, via existing transport facilities or through Carrier purchase of an SBC-12STATE dedicated transport facility, previously referred to as the "Access Connection". Each 56 Kbps transmission path will appear as a DS0 channel on the DS1 interface.
 - 2.9.3 In each LATA in which Carrier desires Dedicated Signaling Links for interconnection to the <u>SBC-12STATE</u> SS7 Signaling Network, Carrier must purchase dedicated signaling links to each STP of a mated pair of STPs.
 - 2.9.4 Carrier assumes the responsibility to ensure diverse routing of Carrier signaling links from Carrier switch to Carrier SPOI. SBC-12STATE will

- provide the same amount of diversity as it provides to itself in terms of diverse routing of interoffice facilities, should such facilities be necessary.
- 2.9.5 When Carrier requests that <u>SBC-12STATE</u> add a Signaling Point Code (SPC), Carrier will identify to <u>SBC-STATE</u> the SPCs associated with the Carrier set of links.
- 2.9.6 Carrier will notify <u>SBC-12STATE</u> in writing thirty (30) Days in advance of any material change in Carrier's use of such SS7 signaling network, including but not limited to any change in Carrier SS7 Dedicated Signaling Links, SS7 Transport and/or STP.
- 2.10 Signaling Transfer Points (STPs)
 - 2.10.1 The STP element is a signaling network function that includes all of the capabilities provided by the STP switches which enable the exchange of SS7 messages between switching elements, database elements and signaling transfer point switches via associated signaling links. STP includes the associated link interfaces.
 - 2.10.2 The STP routes signaling traffic generated by action of Carrier to the destination defined by the SBC-12STATE's signaling network. Integrated services digital network user (ISUP) and Translational Capabilities Application Part (TCAP) signaling traffic addressed to SPs associated with Carrier set of links will be routed to Carrier.
 - 2.10.3 SS7 Transport will apply to SS7 messages transported on behalf of Carrier from an SBC-12STATE designated STP pair to a to an SBC-12STATE STP pair located in a different LATA. In SBC-AMERITECH this arrangement will only be provided for STPs located in the same state. In SBC-7STATE, the rate, per octet, will apply to octets comprising ISUP and TCAP messages. In SBC-AMERITECH the Signal Switching and Signal Transport rates will apply to ISUP and TCAP messages. In SBC-2STATE, SS7 transport is not available. However, transit signaling provides the ability for an interconnecting network (ICN) to pass signaling information through the SBC-2STATE network to a third party without requiring a trunking connection by a third party with SBC-2STATE.

2.11 STP Technical Requirements

- 2.11.1 STPs will provide signaling connectivity to the <u>SBC-12STATE</u> SS7 network.
- 2.11.2 The Parties will indicate to each other the signaling point codes and other screening parameters associated with each Link Set ordered by Carrier at the SBC-12STATE STPs, and where technically feasible, each Party will provision such link set in accordance with these parameters. Carrier may specify screening parameters so as to allow transient messages to cross the SBC-12STATE SS7 Network. The Parties will identify to each other the GTT type information for message routing. Carrier will pay a non-recurring charge when Carrier requests SBC-12STATE add GTT type information for message routing.

2.12 <u>Interface Requirements</u>

- 2.12.1 <u>SBC-12STATE</u> will provide STP interfaces to terminate A-links, B-links, and D-links.
- 2.12.2 Carrier will designate the SPOI for each link. Carrier will provide a DS1 or higher rate transport interface at each SPOI. <u>SBC-12STATE</u> will provide intraoffice diversity to the same extent it provides itself such diversity between the SPOIs and the <u>SBC-12STATE</u> STPs.
- 2.12.3 <u>SBC-12STATE</u> will provide intraoffice diversity to the same extent it provides itself such diversity between the SPOIs and the <u>SBC-SWBT</u> STPs.

3. MANNER OF PROVISIONING

3.1 The following describes the manner of provisioning for SS7 services. Each Party will work cooperatively with the other Party and will each provide knowledgeable personnel in order to provision, test and install SS7 Service in a timely fashion.

3.2 SS7 Transport

3.2.1 Carrier shall use SS7 Transport subject to the screening and routing information of the <u>SBC-12STATE</u> STPs. <u>SBC-12STATE</u> shall provide information to Carrier on the routes and signaling point codes served by the <u>SBC-12STATE</u> STPs. SS7 Transport shall route ISUP messages for the purpose of establishing trunk voice paths between switching machines.

- 3.2.2 SS7 Transport shall route TCAP queries, when feasible, pursuant to the SS7 Protocol to the <u>SBC-12STATE</u> "regional" STP pair that directly serves the database of the TCAP message. SS7 Transport shall route TCAP responses from an <u>SBC-12STATE</u> "regional" STP pair to another <u>SBC-12STATE</u> STP pair.
- 3.2.3 SS7 Transport provides a signaling route for messages only to signaling points to which <u>SBC-12STATE</u> has a route. SS7 Transport does not include the provision of a signaling route to every possible signaling point. When <u>SBC-12STATE</u> does establish a route to a signaling point in a mated pair of STPs, the route may not be available to other <u>SBC-12STATE</u> pairs of STPs, until ordered. When <u>SBC-12STATE</u> or Carrier, pursuant to a service order, arranges to establish a route to a signaling point, such route to the other signaling point or other signaling network will be used by all signaling points within, and connected to, the <u>SBC-12STATE</u> signaling network pursuant to the standard requirements of the SS7 protocol.
- 3.3 Disputes concerning the association of a signaling point among specific link sets associated with a <u>SBC-12STATE</u> mated STP will be resolved by consultation with the signaling point owner, as defined in the Local Exchange Routing Guide (LERG), Section 1, assignment of SPC.

3.4 <u>Dedicated Signaling Links</u>

- 3.4.1 Carrier shall designate the signaling points and signaling point codes associated with Carrier. Carrier shall provide such information to <u>SBC-12STATE</u> to allow <u>SBC-12STATE</u> to translate <u>SBC-12STATE</u> STPs. The information shall define the screening and routing information for the signaling point codes of Carrier and may include global title address, translation type and subsystem designations as needed.
- 3.4.2 Signaling links from <u>SBC-12STATE</u> mated pairs of STPs shall connect to Carrier premises within the same LATA. A set of links can be either:
 - 3.4.2.1 "A" Link Sets from Carrier's Signaling Point (SP)/Service Switching Point (SSP). A minimum of two links will be required, one from the SP/SSP to each STP; or,
 - 3.4.2.2 "B" Link Sets from Carrier's STPs that are connected to <u>SBC-12STATE</u>'s mated pair of STPs. A minimum of four links will be required (i.e. a "quad") between the two pairs of STPs. (This same arrangement is sometimes referred to as a set of "D" links.)

- 3.4.3 A STP Port Termination and SS7 Link Cross Connect is required for each 56-kbps access link utilized for the Service. STP locations are set forth in the National Exchange Carrier Association, Inc. (NECA) Tariff FCC No. 4
- 3.4.4 A pre-order meeting will define the <u>SBC-12STATE</u> facility availability and the degree of diversity in both the <u>SBC-12STATE</u> physical network and the Carrier physical network from signaling point to signaling point for the link.
- 3.4.5 When Carrier requires a STP Access Link, Carrier and <u>SBC-12STATE</u> shall jointly negotiate the degree of diversity provided among and between multiple dedicated signaling links. The negotiation shall consider the requirements of the SS7 standard protocol, the degree of diversity available in each network and the possible alternatives.
- 3.4.6 All applicable signaling point codes for each signaling link must be installed at each of <u>SBC-12STATE</u>'s interconnecting STPs.
- 3.4.7 Call set-up times may be adversely affected when Carrier, using SS7 signaling, employs Intermediate Access Tandems (IATs) in its network.

 SBC-12STATE makes no warranties with respect to call set-up times when multiple STP pairs are involved or when the signaling traffic is exchanged between two non-SBC-12STATE signaling points.
- 3.4.8 Provisioning of the SS7 Service is in accordance with <u>SBC-7STATE</u> TP76638 <u>SBC-AMERITECH</u> AM-TR-OAT-000069 and GR-905-CORE, as amended or <u>SBC-2STATE</u> PUB L780023-<u>SBC-2STATE</u>.

3.5 Use of the STP

3.5.1 When Carrier orders <u>SBC-12STATE</u> unbundled Local Switching, the use of the STP shall apply. No order or provisioning by Carrier is needed. The <u>SBC-12STATE</u> Local Switch will use the <u>SBC-12STATE</u> SS7 signaling network.

4. RESPONSIBILITIES OF <u>SBC-12STATE</u>

4.1 <u>SBC-12STATE</u> shall manage the network and, at its sole discretion, apply protective controls. Protective controls include actions taken to control or minimize the effect of network failures or occurrences, which include, but are not limited to, failure or overload of <u>SBC-12STATE</u> or Carrier facilities, natural disasters, mass calling or national security demands.

- 4.2 <u>SBC-12STATE</u> shall determine the GTT route for messages routed to GTT, which are associated with <u>SBC-12STATE</u> signaling points.
- 4.3 <u>SBC-12STATE</u> shall define regional functions and local functions of its STPs. <u>SBC-12STATE</u> will route ISUP messages within the <u>SBC-12STATE</u> signaling network, subject to technical feasibility. Capacity limitations shall define a temporary technical infeasibility until the capacity limit can be resolved.
- 4.4 <u>SBC-12STATE</u> shall route messages generated by the action of Carrier throughout the <u>SBC-12STATE</u> signaling network as specified within this Appendix. The content of the messages is for the use of signaling points of origination and destination. <u>SBC-12STATE</u> will not use any information within messages for any purpose not required by or related to the use of the <u>SBC-12STATE</u> signaling network. <u>SBC-12STATE</u> will not divulge any message or any part of messages generated by Carrier to any other party, except as required to manage the <u>SBC-12STATE</u> signaling network or as may be required by law.

5. RESPONSIBILITIES OF CARRIER

- 5.1 Carrier shall provision the signaling links at Carrier's premises and from Carrier's premises to <u>SBC-7STATE</u>'s STP location in a diverse, reliable and technically feasible manner. Carrier shall identify to <u>SBC-12STATE</u> the SPC(s) associated with the Carrier set of links.
- 5.2 Carrier shall identify to <u>SBC-12STATE</u> the GTT information for messages that route to Carrier.
- 5.3 When routing messages addressed to an <u>SBC-12STATE</u> Subsystem Number (SSN), Carrier shall use the <u>SBC-12STATE</u> defined SSN designation of the <u>SBC-12STATE</u> mated STP pair to which the message is routed.
- 5.4 Carrier shall transfer Calling Party Number Parameter information unchanged, including the "privacy indicator" information, when ISUP Initial Address Messages are interchanged with the <u>SBC-12STATE</u> signaling network.
- 5.5 Carrier shall furnish to <u>SBC-12STATE</u>, at the time the SS7 Service is ordered and annually thereafter, an updated three (3) year forecast of usage of the SS7 Signaling network. The forecast shall include total annual volume and busy hour busy month volume. <u>SBC-12STATE</u> shall utilize the forecast in its own efforts to project further facility requirements.
- 5.6 Carrier shall inform <u>SBC-12STATE</u> in writing thirty (30) Days in advance of any change in Carrier's use of such SS7 Service which alters by ten percent (10%) for any thirty (30) Day period the volume of signaling transactions by individual SS7 service that are planned by Carrier to be forwarded to SBC-12STATE's network.

Carrier shall provide in said notice the reason, by individual SS7 service, for the volume change.

6. DESCRIPTION OF RATE ELEMENTS SBC-AMERITECH

- 6.1 Pricing for SS7 is specified in Exhibit 1 to this Appendix.
- There are three types of charges that apply for SS7 Access. They are recurring, usage and nonrecurring charges. Recurring and nonrecurring charges apply for each port that is established on a STP. Usage charges apply for each Initial Address Message (IAM) or TCAP (excluding LIDB Access Service, 800 Access Service TCAP messages and LNP Database Access Query TCAP messages) message that is switched by the local STP and transported to an SBC-AMERITECH end office or for each IAM and TCAP message that is switched by the local STP in a hubbing arrangement.
- 6.3 Nonrecurring charges apply for the establishment of Originating Point Codes (OPC) and Global Title Address (GTA) Translations. An OPC charge applies for each OPC established, as well as each OPC added or changed subsequent to the establishment of STP Access. The OPC charge applies on a per service basis. A GTA Translation charge applies for each service or application (excluding LIDB Access Service and 800 Carrier-ID-Only Service) that utilizes TCAP messages. A GTA Translation charge also applies for each service (excluding LIDB Access Service and 800 Carrier-ID-Only Service) added or changed subsequent to the initial establishment of STP Access.

6.4 Signal Formulation

6.4.1 An IAM Formulation usage charge will be assessed for each IAM message formulated at the <u>SBC-AMERITECH</u> tandem for Carrier to <u>SBC-AMERITECH</u> terminated calls. A TCAP Formulation usage charge will be assessed for each TCAP message formulated at the <u>SBC-AMERITECH</u> tandem for Carrier to SBC-AMERITECH terminated calls.

6.5 Signal Transport

6.5.1 An IAM Signal Transport usage charge will also be assessed for each IAM message that is transported from the local STP to the <u>SBC-AMERITECH</u> end office for terminating traffic. A TCAP Signal Transport usage charge will be assessed for each TCAP message that is transported from the local STP to the <u>SBC-AMERITECH</u> end office (excluding LIDB and 800 Access Service).

6.6 Signal Switching

6.6.1 An IAM Signal Switching usage charge will be assessed for each IAM message that is switched by the local STP for each IAM message that is switched for direct routed terminating traffic. A TCAP Signal Switching usage charge will be assessed for each TCAP message that is switched by the local STP termination of non-call associated signaling messages (excluding LIDB and 800 Access Service).

6.7 Signal Tandem Switching

6.7.1 An IAM Signal Tandem Switching usage charge will be assessed for an IAM message that is switched by an <u>SBC-AMERITECH</u> STP and transported to an end office for tandem routed terminating traffic. When Signal Tandem Switching usage charges are assessed, Signal Switching and Signal Transport charges do not apply, except for SS7 Transport.

7. DESCRIPTION OF RATE ELEMENTS SBC-7STATE

- 7.1 Pricing for SS7 is specified in Exhibit 1 to this Appendix.
- 7.2 The following rate elements apply to <u>SBC-7STATE</u> SS7 Service:
- 7.3 <u>SS7 Transport</u>
 - 7.3.1 SS7 Transport shall be measured per octet of information screened and routed.
 - 7.3.2 Carrier shall pay the SS7 Transport Per Octet rate for the screening and routing of messages by each additional <u>SBC-SWBT</u> STP pair. The usage rate applies per octet generated by action of Carrier.
 - 7.3.3 SS7 Transport is not available in the SBC-2STATE.
- 7.4 <u>Dedicated Signaling Links</u>
 - 7.4.1 SS7 Link Cross Connect
 - 7.4.1.1 Carrier shall pay the DS-0 or DS-1 rate for the SS7 Link Cross Connect at the STP location for each Dedicated Signaling Link. Rates are per DS-0 and DS-1 bandwidth and per connection to Carrier. Rates are per month and nonrecurring installation per first or additional cross connects ordered and shall apply on a per order basis. This charge only applies in SBC-SWBT.

7.4.2 STP Port Termination

- 7.4.2.1 Carrier shall pay the STP Port Termination rate for each termination of the SS7 Link Cross Connect at the <u>SBC-7STATE</u> STP. One STP Port Termination must be installed at <u>SBC-7STATE</u>'s interconnecting STP for each Dedicated Signaling Link
- 7.4.2.2 There are two charges that apply to the STP Port Termination, i.e., a fixed recurring monthly rate per port termination and a nonrecurring installation charge per port.

7.4.3 STP Access Link

7.4.3.1 Carrier shall pay the STP Access Link rate for each STP Access Link when the STP Access Link is provided. The charge includes a fixed rate per month plus a rate per mile per month and a nonrecurring installation charge per link.

7.5 Signaling Point Code Addition

7.5.1 Carrier shall pay the Signaling Point Code Addition rate for the establishment and translation of each applicable CCS network signaling point code at an <u>SBC-SWBT</u> STP. Carrier shall pay a nonrecurring charge per SPC established at each STP.

7.6 Global Title Translation (GTT) Addition

7.6.1 Carrier shall pay the GTT Addition rate for the establishment of Carrier's GTA, translation type or subsystem information in the <u>SBC-7STATE</u> STP translations. Carrier shall pay a nonrecurring charge per GTT established at each STP.

8. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

8.1 This Agreement (including all attachments hereto), and every interconnection, service and network element provided hereunder, is subject to all rates, terms and conditions contained in this Agreement (including all attachments hereto) that are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the Terms and Termination provisions of this Agreement are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder.

AMERITECH MICHIGAN/CENTENNIAL COMMUNICATIONS D/B/A CENTENNIAL WIRELESS, INCLUDING ITS AFFILIATES CENTENNIAL MICHIANA LICENSE CORP.

EXHIBIT 1

MICHIGAN PRICING – WIRELESS

STP PORT TERMINATION	
Recurring Monthly	\$270.11
Non-Recurring	\$254.79
5	•
ORIGINATING POINT CODE TRANSLATION	\$ 25.98
GLOBAL TITLE ADDRESS TRANSLATION	\$ 12.29
GIGILLI FORMAN LEVON	
SIGNAL FORMULATION	
Per IAM Message	\$0.000229
Per TCAP Message	\$0.000118
CICNAL TO ANCHORT	
SIGNAL TRANSPORT	ΦΩ ΩΩΩΩ Ξ 1
Per IAM Message	\$0.000051
Per TCAP Message	\$0.000034
SIGNAL SWITCHING	
Per IAM Message	\$0.000073
Per TCAP Message	\$0.000075
rei ICAr Wessage	\$0.000030
SIGNAL TANDEM SWITCHING	
Per IAM Message	\$0.000123
1 01 11 11 11 11 10 10 10 10 10	\$0.000125