12045

INTERCONNECTION AGREEMENT FOR A PAGING SYSTEM UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 IN THE STATE OF MICHIGAN

Dated as of May 11, 1999

by and between

AMERITECH INFORMATION INDUSTRY SERVICES,
a division of Ameritech Services, Inc.
on behalf of Ameritech Michigan

and

AIRTOUCH PAGING

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INTERCONNECTION AGREEMENT FOR A PAGING SYSTEM UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 IN THE STATE OF MICHIGAN

This Interconnection Agreement for a Commercial Mobile Radio Service ("CMRS") under Sections 251 and 252 of the Act ("Agreement"), is effective as of the 11th day of May, 1999 (the "Effective Date"), by and between Ameritech Information Industry Services, a division of Ameritech Services, Inc., a Delaware corporation with offices at 350 North Orleans, Third Floor, Chicago, Illinois 60654, on behalf of Ameritech Michigan ("Ameritech") and Airtouch Paging, a Nevada coproration with offices at Three Forest Plaza, 12221 Merit Drive, Suite 800, Dallas, Texas, 75251-2243 ("Carrier").

WHEREAS, Ameritech is a duly authorized carrier engaged in providing Telecommunications Service in the State of Michigan;

WHEREAS, Carrier is a duly authorized facilities-based telecommunications carrier offering CMRS messaging (i.e., predominantly numeric and alpha numeric) and ancillary services in the State of Michigan; and

WHEREAS, Ameritech and Carrier have agreed to Interconnect their respective facilities for the exchange of certain traffic as provided herein and consistent with the Telecommunications Act of 1996 (the "Act").

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, Ameritech and Carrier hereby covenant and agree as follows:

1. DEFINITIONS

Capitalized terms used in this Agreement will have the meanings set forth in Schedule 1 or as defined elsewhere in 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[1] of this Agreement.

2. INTERPRETATION AND CONSTRUCTION

All references to Sections, Attachments and Schedules shall be deemed to be references to Sections of, and Attachments and Schedules to, this Agreement unless the context shall otherwise require. The headings of the Sections are inserted for convenience of reference only

[1] Since the terms of this Agreement are the result of Carrier's election under Section 252(i) of the Act of the PageNet Agreement, the Parties agree that the term "Effective Date" for purposes of this Section 1 shall mean March 11, 1999.

and are not intended to be a 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 this Agreement and an Ameritech tariff, the terms of this Agreement shall govern.

3. INTERCONNECTION PURSUANT TO SECTION 251

3.1 Scope. This Agreement describes, among other things, the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Local Traffic in the Land to Mobile direction and the Mobile to Land direction between the Parties' respective Customers. Nothing in this Agreement shall require Ameritech to transport InterLATA traffic.

3.2 Interconnection Points and Methods.

3.2.1 *Generally.* Pursuant to Section 251 of the Act, Carrier and Ameritech shall Interconnect their networks for the transmission and routing of Traffic.

3.2.2 *Facilities.*

(a) Interconnection for Traffic in the Land to Mobile direction and the Mobile to Land direction shall be provided by Ameritech through Tandem Facilities and End Office Facilities, (collectively referred to as "Interconnection Facilities"). Ameritech and Carrier shall provide Interconnection at a P.01 grade of service.

(b) Tandem interconnection shall be available only at equal access tandems. Interconnection facilities shall be used only for handling of interchanged traffic in connection with Carrier's lawfully provided services and will not be used, switched or otherwise connected together by Carrier for the provision of through calling from a land line telephone to another land line telephone, except for the provision of ancillary calling provided as an optional capability to its messaging subscribers, e.g., through voice mail.

(c) Number Administration. Until such time as Number Administration is provided by a third party administrator, Ameritech shall provide Carrier access to such numbers in accordance with NXX and other Assignment Guidelines. It shall be the responsibility of each Party to program and update its own switches and network systems in accordance with the Local Exchange Routing Guide.

(d) Flexible NXX Code Rating. It shall be Carrier's responsibility to designate a rating point and routing point for each assigned NXX code, which may be different from one another. For tandem interconnected calls, Carrier

shall select a Rate Center for each NXX code assigned to it at either its NPOI or an Ameritech End Office located in the same LATA as the Carrier's NPOI. Ameritech shall, within sixty (60) days of a completed request by Carrier in the proper format, implement in its switches the rate center locations initially designated by Carrier, provided however, that Carrier shall not request more than seven (7) NXX code implementations in any one (1) week. In addition, Carrier shall provide adequate termination facilities on Carrier's switches to accommodate the traffic terminated to it. The sixty (60) day interval shall not apply to subsequent changes in the rate center location.

3.2.3 *Points of Interconnection.*

(a) Carrier shall have a single Network Point of Interconnection ("NPOI") in each LATA for traffic exchanged in the Land to Mobile direction. In the Mobile to Land direction, Carrier shall deliver traffic to each Ameritech tandem as set forth in Section 4.2. Carrier's NPOI must be in an Ameritech service area in the LATA in which Carrier is providing service. Having reviewed one another's network configurations, the Parties agree that their current network architectures, taken as a whole, are efficiently interconnected. The Parties also agree that they will work cooperatively to ensure that each Party's network continues to be interconnected efficiently as the Parties modify, enhance or consolidate their networks. Nothing in this Agreement, however, shall require a Party seeking to relocate an NPOI to obtain an agreement from the other Party. Provided, however, that Carrier shall pay for one hundred percent (100%) of the installation charges associated with relocating its NPOI, unless the Parties agree that the relocation is mutually beneficial to Carrier and Ameritech, provided further that such agreement shall not be unreasonably withheld.

(b) Carrier shall provide to Ameritech, free of charge, that space, power, heating, air conditioning, ventilation, and other support services needed to maintain any Ameritech equipment and facilities located at Carrier's NPOIs and which are necessary to terminate or originate traffic under this Agreement. The type of equipment and facilities referenced in this Section 3.2.3(b) is that which is currently located at and used by Ameritech to terminate traffic at Carrier's NPOIs. Carrier shall grant Ameritech access to Ameritech's equipment and facilities as reasonably necessary to maintain, repair, operate, remove, install or otherwise administer such equipment and facilities. Carrier shall provide the same measure of security for Ameritech's equipment and facilities as Carrier provides to itself. Employees and representatives of Ameritech while on Carrier's premises shall comply with all site rules and regulations of Carrier. Nothing herein is intended to permit Ameritech to charge Carrier for space, power, heating, air conditioning, ventilation and other support services provided by Ameritech to Carrier unless Carrier orders collocation services from Ameritech.

3.2.4 *Charges for Interconnection Facilities.*

(a) Ameritech expressly reserves its right to bill and collect charges for all Interconnection Facilities which carry Land to Mobile Traffic from Ameritech to Carrier if the Commission, the FCC or a court of competent jurisdiction over the Parties in this state determines that such charges may be assessed. The Parties will abide by any final ruling of the Commission, the FCC or such court on this issue. In the event of such a ruling, the Parties shall amend this Agreement, within thirty (30) days of a written request to do so, in order to provide for the payment of charges for Interconnection Facilities and such amendment shall be effective prospectively from the date of the final and non-appealable order and not retroactively.

(b) Ameritech shall provide the Interconnection Facilities necessary to deliver traffic to Carrier's NPOI. Carrier shall be responsible for providing ten percent (10%) of such Land to Mobile Interconnection Facilities between Ameritech and Carrier. The ten percent (10%) figure represents an agreed upon amount of Land to Mobile non-Ameritech originated and non-Local Traffic between Carrier and Ameritech, taking into consideration the specific network architecture of Carrier, including the significant degree to which Carrier has established direct connections with other carriers for Land to Mobile traffic, the routing of toll free dialing arrangements (e.g., "800", "888" and "877") over separate facilities obtained by Carrier, and the geographic area covered by Carrier's messaging frequencies in relation to MTA boundaries. Accordingly, Carrier shall pay Ameritech ten percent (10%) of Ameritech's charges for Interconnection Facilities provided by Ameritech at the rates set forth in Schedule 3.2.4, including recurring charges and non-recurring installation charges. Carrier's liability for these amounts shall not begin until Ameritech's liability for Transport and Termination under Section 7 begins. The amounts due from Carrier for the Interconnection Facilities hereunder shall be billed and paid on a monthly basis. For Type 2 Interconnection the rates shall be billed on a Type 2A, DS1 basis to reflect Ameritech's provisioning of circuits on a Type 2A, DS1 level, provided however, that Ameritech shall continue to bill Carrier for existing Type 2A circuits on the basis of the current network configuration between the Parties. Ameritech will provide additional facilities, over and above those Ameritech provides to meet its obligations hereunder, at Carrier's request and at Carrier's expense at the rates set forth in Schedule 3.2.4, to connect Ameritech Central Offices with additional locations designated by Carrier, unless otherwise mutually agreed.

c) For Traffic in the Mobile to Land direction, Carrier shall pay all applicable charges for trunks and facilities as set forth in Ameritech's access tariffs for Type 1 and Type 2, unless otherwise specified herein. Notwithstanding the foregoing, where Ameritech and Carrier share trunk groups in circumstances where Carrier originates traffic for delivery to Ameritech, Carrier shall pay a percentage of Ameritech's Type 1 and Type 2 tariff rates, as

applicable, for such facilities in proportion to its use of such facilities. The proportionate use shall be determined on a minutes of use basis. In the event that Carrier desires to access Ameritech's network by purchasing unbundled network elements, the Parties shall amend this Agreement to include the appropriate provisions for accessing and purchasing unbundled network elements from Ameritech.

3.2.5 *Operation and Maintenance.* Each Party shall be solely responsible for the installation, operation and maintenance of equipment and facilities provided by it for Interconnection, subject to compatibility and cooperative testing and monitoring and the specific operation and maintenance provisions for equipment and facilities used to provide interconnection.

3.2.6 *Technical Specifications.* Bellcore Technical Publication GR-CORE-000145 describes the practices, procedures, specifications and interfaces generally utilized by Ameritech and is listed herein to assist the Parties in meeting their respective responsibilities.

3.3 Signaling.

3.3.1 Where technically and economically feasible for each Party, CCS signaling shall be used by the Parties to set up calls between their networks. Carrier shall connect with Ameritech for CCS directly or through a third party provider.

3.3.2 The following publications describe the practices, procedures and specifications generally utilized by Ameritech for signaling purposes and are listed herein to assist the Parties in meeting their respective Interconnection responsibilities related to signaling (but are not intended to exclude other pertinent publications):

(1) Bellcore Special Report SR-TSV-002275, BOC Notes on the LEC Networks - Signaling.

(2) Ameritech Supplement AM-TR-OAT-000069, Common Channel Signaling Network Interface Specifications.

(3) Bellcore Technical Reference GR 303-CORE.

3.3.3 Subject to the provisions of Section 3.3.1, the Parties directly or, where applicable, through their third-party provider, will cooperate to the extent feasible on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate interoperability of CCS-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 CCS signaling parameters will be provided including, without limitation, calling

party number (CPN), originating line information (OLI), calling party category and charge number.

4. TRANSMISSION AND ROUTING OF LOCAL TRAFFIC

4.1 Scope of Traffic. This Section 4 prescribes parameters for trunk groups to be used for the Interconnection described in Section 3 for the transmission and routing of Land to Mobile Traffic and Mobile to Land Local Traffic between the Parties' respective Customers.

4.2 Trunk Group Architecture and Traffic Routing.

4.2.1 Based on forecasted demand between the Parties, the Parties shall establish one-way or two-way trunks between their networks.

4.2.2 There shall be two separate trunk groups between Carrier's NPOI and Ameritech's network. The two trunk groups shall separately carry the following types of traffic:

(a) traffic from Carrier to Ameritech for Local and intraLATA calls and traffic from Ameritech to Carrier for all calls, including but not limited to, Local calls, intraLATA calls and calls from interexchange carriers (the "Local Trunks");

(b) traffic from Carrier to Ameritech for calls routed to an Interexchange Carrier.

At such time as it is technically and economically feasible for Ameritech to accurately bill interexchange carriers for Access Traffic received by Ameritech from Carrier over Local Trunks, Carrier shall have the right to use the Local Trunks described in Section 4.2.2(a) for Access Traffic routed to an Interexchange Carrier in the Mobile to Land direction.

4.2.3 The following shall apply to Mobile to Land Traffic:

(a) Carrier shall not terminate Access Traffic (i.e., interexchange) over the Local Trunks.

(b) Each Carrier switch shall subtend each Ameritech Tandem in each LATA.

(c) For Type 2B, only those NXX codes served by an Ameritech End Office may be accessed through a direct connection to that End Office. Traffic routed in the Mobile to Land direction must be routed by Carrier through the Ameritech Tandem that directly serves the Ameritech End Office serving the applicable NXX code.

(d) Carrier shall provide Ameritech with at least one hundred fifty (150) days advance written notice before sending Mobile to Land traffic to Ameritech over the Interconnection Facilities.

4.2.4 Traffic routed to Carrier over toll free dialing arrangements such as 800/888/877 are not generally routed to Carrier over the Interconnection facilities but instead are separately routed through facilities obtained by Carrier.

4.3 Measurement and Billing.

4.3.1 Subject to Section 3.3.1, each Party shall pass Calling Party Number (CPN) information on each call carried over the Local Trunks.

4.3.2 Measurement of Telecommunications traffic in the Mobile to Land direction and in the Land to Mobile direction shall be on a minutes of use basis in actual conversation seconds. Since Carrier is unable to measure billing minutes of use, it shall report the number of calls from Ameritech's network which it terminates. For purposes of this Agreement, it shall be deemed that each such call from Ameritech to Carrier is twenty (20) seconds in length. Each Party shall have the ability to audit the other Party's bills pursuant to the audit provisions as set forth in Section 16.

5. TRANSMISSION AND ROUTING OF ACCESS TRAFFIC

5.1 Scope of Traffic. This Section 5 prescribes parameters for certain trunk groups ("Access Trunks") to be used for Interconnection for the transmission and routing of Access Traffic between Carrier's Customers and Interexchange Carriers in the Mobile to Land direction.

5.2 Trunk Group Architecture and Traffic Routing.

5.2.1 Access Trunks shall be used solely for the transmission and routing of Access Traffic in the Mobile to Land direction to allow the Carrier's Customers to connect 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 in the Mobile to Land direction connecting a Carrier switch 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 subtended by each Carrier switch for Access Traffic. Except as otherwise agreed by the Parties, Ameritech shall allow each Carrier switch to subtend the Access Tandem nearest to that switch and shall not require that a single Carrier

switch subtend multiple access Tandems, even in those cases where such switch serves multiple Rate Centers.

6. TRANSITION ISSUES

6.1 Type 1 Interconnection. The Parties shall deal with the Type 1 Interconnection arrangement between them as set forth in this Section 6.1:

6.1.1 The Parties acknowledge that, on a going forward basis in the Land to Mobile direction, they each desire to minimize the use of End Office Interconnection using Type 1 Facilities with the goal of ultimately eliminating this method of Interconnection, except as otherwise provided herein or where otherwise mutually agreed.

6.1.2 Carrier agrees to take the following steps to reduce the volume of Land to Mobile End Office traffic between the Parties using Type 1 Facilities: a) Carrier shall identify all existing full NXX codes assigned to it which are established as Type 1 NXXs and shall use reasonable efforts to convert those NXXs to Tandem Facility Interconnection by September 11, 1999 but in no event in less than nine (9) months from the Effective Date and b) Carrier shall not provide to its Customers new service using Type 1 numbers unless, (i) there are not adequate Tandem Facility numbers to assign to Customers for new service, (ii) an existing Customer of Carrier which is served by Type 1 numbers requests additional service or (iii) at an Ameritech End Office where Carrier currently has Type 1 Facilities, the Parties mutually agree that new service may be provided using Type 1 numbers.

6.1.3 After receiving a written request from Carrier to convert full Type 1 NXX codes, and in cooperation with Carrier, Ameritech shall assist Carrier in achieving the transition off of Type 1 by: a) performing switch programming necessary to convert Carrier's NXX codes from Type 1 to Tandem Facility NXX codes; b) re-trunking Type 1 Land to Mobile traffic between Ameritech and Carrier from the Ameritech End Office to the appropriate Ameritech tandem for delivery to Carrier's NPOI; c) designating as Type 2 traffic the traffic which is currently designated as Type 1 and routing that traffic to the appropriate Carrier trunk groups (whether existing or new) as further defined under an implementation plan; d) rating Carrier's Type 1 NXX codes at the Ameritech End Offices where the Type 1 codes are currently rated; and e) routing Type 1 Land to Mobile traffic to an Ameritech tandem which the current End Office subtends. Carrier's obligation to convert Type 1 NXX codes to Tandem Facility NXX codes is contingent on Ameritech's performance of its obligations in this Section 6.1.3.

6.1.4 Except as set forth herein, Ameritech shall not be obligated to provide End Office Interconnection to Carrier in the Land to Mobile direction.

6.1.5 In consideration of the desire of each Party to minimize End Office Interconnection for Land to Mobile traffic, and in consideration of Carrier's

unique network topology, Ameritech shall pay Reciprocal Compensation on End Office traffic until March 10, 2000. Thereafter, Ameritech shall pay Reciprocal Compensation on End Office traffic for the duration of this Agreement if Carrier can demonstrate that it has reduced Land to Mobile Type 1 traffic delivered from Ameritech to Carrier to a level at or below seven percent (7%) of total Land to Mobile traffic delivered from Ameritech to Carrier, in the aggregate, in the states of Michigan Illinois, Indiana, Ohio and Wisconsin. The percentage of Type 1 traffic shall be measured by determining the total number of Carrier customers served by Type 1 numbers as a percentage of Carrier customers served by Type 1 and Type 2 numbers, throughout the area served by the Ameritech operating companies in the states of Michigan, Illinois, Indiana, Ohio and Wisconsin. Each Party shall provide relevant information in its possession and the measurement shall be performed by the Partieson or about March 11, 2000. If Carrier fails to meet the percentage benchmark set forth above because of Ameritech's failure to comply with its obligation in Section 6.1.3, then Ameritech shall continue to pay Reciprocal Compensation on Type 1 traffic until Ameritech has complied with Section 6.1.3. At that time, Ameritech shall continue paying Reciprocal Compensation on Type 1 traffic only if Carrier has reduced Land to Mobile Type 1 traffic delivered from Ameritech to Carrier to a level at or below seven percent (7%) of total Land to Mobile traffic from Ameritech to Carrier, in the aggregate, in the states of Michigan, Illinois, Indiana, Ohio and Wisconsin.

6.2 Reverse Billing. The Parties shall deal with the Reverse Billing arrangement between them as set forth in this Section 6.2:

6.2.1 Reverse Billing shall not be established on any new or existing NXX codes assigned to Carrier which are not established as Reverse Billing NXX codes as of the Effective Date.

6.2.2 Subject to Ameritech meeting its obligations and satisfying the conditions contained in Section 6.2 and Section 3.2.2(d), no later than April 7, 1999, all of Carrier's existing NXX codes which are established with Reverse Billing shall be converted to Standard Billing, except as set forth in Section 6.2.3. NXX code conversion shall take place on a mutually agreed upon schedule. The Parties shall cooperate with one another to accomplish this conversion of NXX codes. If Carrier fails to take the necessary action by March 7, 1999 to convert Reverse Billing NXX codes to Standard Billing, Ameritech, if it has timely met its obligations in this Section 6.2 and if it has provided Carrier sixty (60) days advance written notice, shall have the right to convert Carrier's Reverse Billing NXX codes to Standard Billing, except as provided in Section 6.2.3. Notwithstanding anything to the contrary, Ameritech's failure to meet the sixty (60) day interval for conversion of NXX codes as set forth in Section 3.2.2(d) shall in no event be grounds for Carrier to delay its conversion of Reverse Billing NXX codes to Standard Billing NXX codes by April 7, 1999, provided, however, that if Ameritech takes more than sixty (60) days from a completed request to convert Carrier's NXX codes from Reverse Billing to Standard Billing and if as a

result certain Carrier NXX codes are not converted as of April 7, 1999, those NXX codes can remain as Reverse Billing NXX codes until Ameritech is able to complete its conversion activities for those NXX codes. Ameritech shall pay Reciprocal Compensation on Reverse Billing traffic until the earlier of: (i) the date when Reverse Billing is no longer available pursuant to this Section 6.2 or otherwise; or (ii) March 11, 2000. In addition, Ameritech shall pay Reciprocal Compensation on Reverse Billing from March 11, 2000 through September 10, 2000 provided that the following two conditions are both met: (a) Carrier has not been obligated to convert all of its Reverse Billing NXX codes to Standard Billing under this Agreement; and (b) Carrier has converted sufficient Reverse Billing NXX codes to Standard Billing such that the percentage of Reverse Billing NXX codes used by Carrier in the Ameritech serving areas in the states of Illinois, Indiana, Michigan, Ohio and Wisconsin has decreased by at least fifty-nine percent (59%) and has resulted in the conversion of at least 86 NXX codes from Reverse Billing to Standard Billing ("Conversion Benchmarks"). The Conversion Benchmarks shall be measured between February 1, 1998 and March 11, 2000. In the event that Carrier is prevented from obtaining the assignment of additional NXX codes within a given NPA for use in Flexible Rating by an NXX code exhaust, NXX code freeze or other NXX code conservation measure, then that NPA shall be considered compliant with the Conversion Benchmarks. If Carrier fails to meet the Conversion Benchmarks set forth above because of Ameritech's failure to comply with its obligations in this Section 6.2 and (except for the sixty (60) day interval) Section 3.2.2 (d), then Ameritech shall continue to pay Reciprocal Compensation on Reverse Billing traffic until Ameritech has complied with such obligations. At the time that Ameritech has complied with such obligations, Ameritech shall continue paying Reciprocal Compensation on Reverse Billing only if Carrier has met the Conversion Benchmarks. Notwithstanding anything to the contrary, in no event shall Ameritech pay Reciprocal Compensation on Reverse Billing after September 10, 2000. Both Parties agree that, in this state, it is in their business interests to obtain certainty with respect to the withdrawal of Reverse Billing by Ameritech and to reach a compromise based on the status of Ameritech's withdrawal of Reverse Billing as of the Effective Date[2]. Each Party's willingness to agree to obligations set forth in this Section 6.2 is based on the transitional nature of Reverse Billing in this state and each Party's overall commitments to one another as set forth in this Section 6.2

6.2.3 In the event that Ameritech agrees to provide, is obligated to provide or otherwise provides Reverse Billing to any CMRS carrier providing numeric and/or alphanumeric messaging services within an NPA (referred to as "Other Competing Carrier"), then, notwithstanding Section 6.2.1 and Section 6.2.2, at Carrier's request Ameritech shall: (a) continue to provide Reverse Billing to Carrier on existing Reverse Billing NXX codes in the area covered by that NPA

[2] Since the terms of this Agreement are the result of Carrier's election under Section 252(i) of the Act of the PageNet Agreement, the Parties agree that the term "Effective Date" for purposes of this Section 6.2.2 shall mean March 11, 1999.

until Ameritech no longer provides Reverse Billing to the Other Competing Carrier in that NPA, and (b) establish new Reverse Billing codes for Carrier upon request, but only if Ameritech has provided a competing third party CMRS provider with new Reverse Billing codes or with Reverse Billing codes which have been converted from Standard Billing. If Ameritech extends the period of time which it provides Reverse Billing to Carrier under this Section, Ameritech shall provide Carrier with at least thirty (30) days advance written notice of the date on which Reverse Billing will no longer be available to Carrier.

6.2.4 Carrier shall not file before any court, the Commission, the FCC or any other public agency any complaint or proceeding, formal or informal, which claims that Ameritech is obligated to continue to provide Reverse Billing, except as Ameritech is obligated to do so under this Agreement. This includes, by way of description and not by way of limitation, complaints (formal or informal), motions for declaratory ruling, petitions for rulemaking, injunctions, temporary restraining orders and lawsuits.

6.2.5 Carrier shall compensate Ameritech for any and all Reverse Billing traffic as set forth in Schedule 6.2.5.

6.2.6 Reserved

6.2.7 Reserved

Ameritech and Carrier shall cooperate with one another to convert Carrier's Reverse Billing codes to Standard Billing codes. In addition to those codes which have already been converted to Standard Billing between February 1, 1998 and the Effective Date, Carrier and Ameritech shall convert forty-two (42) of Carrier's remaining Reverse Billing codes in Michigan by no later than March 26, 1999. If Carrier provides Ameritech with the information which Ameritech requires to convert the codes and if Carrier has not otherwise delayed Ameritech in a manner which causes Ameritech to miss the conversion date of March 26, 1999, then, beginning March 27, 1999, Ameritech shall not bill Carrier for Reverse Billing charges on any of the forty-two (42) Reverse Billing codes which Ameritech has failed to convert by March 26, 1999.

7. COMPENSATION

7.1 Ameritech shall initially compensate Carrier for the transport and termination of Land to Mobile Local Traffic at the rate of $.002 per minute of use. Carrier shall compensate Ameritech for the transport and termination of Mobile to Land Local Traffic at the rates set forth in Schedule 7.1. These rates shall become effective on the date this Agreement is approved by the Commission under Section 252 of the Act ("Rate Effective Date"). Ameritech shall compensate Carrier at the rate of $.002 per minute of use until the earliest of: (a) the date which is six months from March 11, 1999; (b) the date on which the FCC or Commission approves interim or permanent

compensation rates for Carrier based on a study of Carrier's forward-looking costs of transport and termination; (c) the date on which the Parties agree to a different rate than that set forth above based on Ameritech's review and acceptance of a study of Carrier's forward-looking costs of transport and termination; or (d) the effective date of any mandatory compensation rate established by the FCC or the Commission for transport and termination of Local traffic by paging carriers. In the absence of (b), (c) or (d) above, Ameritech may elect, but is not obligated, to continue to pay compensation at the rate of $.002 per minute after the date which is six (6) months from March 11, 1999. Once (b), (c) or (d) occurs, then Ameritech shall pay compensation at the new rate going forward. Land to Mobile compensation and Mobile to Land compensation shall not apply to:

(a) Multiparty Traffic;
(b) Non-CMRS Traffic;
(c) Traffic which does not qualify as Local Telecommunications Traffic, including, but not limited to, interMTA traffic and interstate access "roaming" traffic;
(d) Toll-free calls (e.g., 800/888, Information Services Traffic, 900/976 Traffic, 500 and 700 calls;
(e) Traffic which originates on a Party's physical switch, is transported and handed off to the other party and then routed/delivered to an ISP Point of Presence. Each Party shall cooperate with the other Party and take any and all reasonable steps to identify all ISP traffic that originated on its network that is routed to the other Party;
(f) Any other type of traffic found to be exempt from Reciprocal Compensation by the FCC or the Commission.

7.2 Any study on which Carrier relies to establish a compensation rate under subsections 7.1 (b) or (c) above shall use a forward-looking cost methodology that, to the extent consistent with Section 252(d)(2) of the Act, is specific to Carrier's network. Carrier may not rely on industry average cost studies or on other published cost studies that analyze the networks of other paging carriers, unless Carrier demonstrates that the architecture of the network analyzed in such study is substantially identical to that of Carrier's network or unless such studies have been used by the FCC or Commission in setting industry-wide generic or default rates.

8. TRANSIT TRAFFIC

8.1 Ameritech to Carrier. The Parties acknowledge that arrangements are not currently in place for third party LECs, ILECs or CMRS providers to deliver traffic to Carrier and that an interim arrangement is necessary to ensure traffic completion. Accordingly, during the term of this Agreement, unless 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, except as contained in the ten percent (10%) facilities charge described in Section 3.2.4(b).

8.2 Carrier to Ameritech. Under the following conditions, Ameritech shall deliver Transit Traffic originated from Carrier to third party LECs, ILECs, or CMRS Providers.

8.2.1 Transit Traffic shall be delivered by Carrier to Ameritech's Tandem switches over local trunks.

8.2.2 Carrier acknowledges that, under this Agreement, Ameritech has no responsibility to pay any third party LEC, ILEC, or CMRS provider charges for termination of any Transit Traffic from Carrier. Carrier acknowledges that, under this Agreement, it is Carrier's responsibility to enter into arrangements with each third party LEC, ILEC, or CMRS provider for the exchange of Transit Traffic from Carrier.

8.2.3 Carrier shall pay Ameritech for Transit Traffic that Carrier delivers over the local trunks to Ameritech at the rate specified in Schedule 8.2.

8.2.4 In those cases in which Ameritech pays any third party LEC, ILEC, or CMRS provider for terminating Transit Traffic originated by Carrier, Carrier shall pay Ameritech: (i) those additional charges or costs, which such terminating third party LEC, ILEC, or CMRS provider levied on Ameritech for the delivery or termination of Transit Traffic; and (ii) Ameritech's reasonable billing and collection costs associated with billing Carrier for those third party charges.

9. GENERAL RESPONSIBILITIES OF THE PARTIES

9.1 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.

9.2 Non-Binding Forecasts. Thirty (30) days after the Effective Date and semi-annually during the Term of this Agreement, each Party shall provide the other Party with a rolling, six (6) calendar month, non-binding forecast of its traffic and volume requirements for the Interconnection provided under this Agreement in the form and in such detail as agreed by the Parties.

9.3 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 an extraordinary change in traffic volumes between their networks over a short period of time. In the event either Party reasonably anticipates an extraordinary change in traffic volumes between their networks over a short period of time, 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.

9.4 Facilities. Each Party is individually responsible to provide facilities within its network for routing and transporting Traffic, and for delivering such Traffic to the other Party's network in compliance with the applicable specifications identified in Section 17.18. Interconnection Facilities shall be designed based upon the description and forecasts provided under Sections 9.1, 9.2 and, if applicable, 9.3. 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.

9.5 Network Management

9.5.1 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.

9.5.2 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.

9.5.3 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 the public switched network.

9.5.4 Neither Party shall use any interconnection arrangement provided in this Agreement in any manner that interferes with third parties in the use of their service, prevents third parties from using their service, 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 material 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. Both Parties shall use their reasonable best efforts to cooperate with one another to avoid such temporary

discontinuance or refusal of service. 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.

9.5.5 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.

9.5.6 Subject to normal operational deviation, Carrier and Ameritech shall acknowledge calls in accordance with the following protocols:

(a) Each will provide a voice intercept announcement or distinctive tone signals to the calling party when a call is directed to a number that is not assigned by Carrier;

(b) Each will provide a voice announcement or distinctive tone signals to the calling party when a call has been received and accepted by Carrier's terminal; and

(c) Each will provide supervisory tones or voice announcements to the calling party on all calls, consistent with standard telephone industry practices.

9.6 Sole Responsibility. Each Party is solely responsible for the services it provides to its Customers and to other Telecommunications Carriers.

9.7 Fraud. The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

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

9.9 LERG Listings. Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of Common Language Location Identification ("CLLI") 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.

9.10 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 permitted in this Agreement, neither Party shall impose any fees or charges on the other Party for such activities.

9.11 Insurance. At all times during the term of this Agreement, each Party shall keep and maintain in force at Party's expense all insurance required by law, general liability insurance in amount of at least $5,000,000 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).

9.12 STPs. In those instances when CCS signaling is required under this Agreement each Party is responsible for interconnecting to the other Party's CCS network. Each Party shall connect to a pair of access STPs in each LATA where traffic will be exchanged or shall arrange for signaling connectivity through a third party provider which is connected to the other Party's signaling network. The Parties shall establish interconnection at the STP, and other points, as necessary and as jointly agreed to by the Parties.

10. BILLING

10.1 Payment Of Charges. Subject to the terms of this Agreement, Carrier and Ameritech will pay each other for any charges due hereunder within thirty (30) calendar days from the date of a documented invoice (the "Bill Due Date"). Carrier shall render to Ameritech a documented invoice containing call data within an identifiable billing period. At such time as Carrier has the appropriate measurement capability and Carrier's billing system permits, Carrier shall provide call data on a per trunk basis and shall provide a documented invoice which complies with nationally accepted standards agreed upon by the Ordering and Billing Forum ("OBF"). If the Bill Due Date is on a day other than a business day, payment will be made on the next business day. Payments will be made in U.S. dollars.

10.2 Interest on Unpaid Amounts. Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1 1/2%) per month or (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the number of days from the Bill Due Date to and including the date that payment is actually made.

10.3 No Netting. There shall be no netting of the amounts due herein against any other amount owed by one Party to the other.

10.4 Adjustments.

10.4.1 As of the Effective Date and on a prospective basis only, a Party shall promptly reimburse or credit the other Party for any charges that should 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.

10.4.2 As of the Effective Date and on a prospective basis only, 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 ("Underbilled Charges"); provided, however, that, except as provided in Section 16, the billing Party shall not bill for Underbilled Charges which were incurred more than two (2) years prior to the date that the billing Party transmits a bill for any Underbilled Charges.

11. TERM AND TERMINATION

11.1 Term. The initial term of this Agreement shall commence on May 11, 1999 and shall terminate on March 10, 2001 ("Initial Term"). Upon expiration of the Initial Term, this Agreement will automatically be renewed for additional one (1) year periods (each, a "Renewal Term"), unless a Party delivers to the other Party written notice of termination of this Agreement at least one hundred twenty (120) days prior to the expiration of the Initial Term or a Renewal Term. In the event of such termination, the terms of this Agreement shall continue in effect until such time as a new agreement is effective between the Parties or standard interconnect terms and conditions, approved and made generally effective by the FCC for messaging carriers, are available for use by the Parties. Ameritech and Carrier stipulate that either Party may issue a request for re-negotiation of the Agreement under 47 U.S.C. Section 251 and that neither party will object to the other Party's ability to seek an arbitration of the re-negotiated agreement under 47 U.S.C Section 252(b).

11.2 Renegotiation of Certain Terms. Notwithstanding the foregoing, upon delivery of written notice at least one hundred thirty-five (135) 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. Upon receipt of notice, each Party shall have a good faith obligation to engage in such negotiations. If the Parties are unable to satisfactorily negotiate such new rates, prices, charges and terms within one hundred thirty-five (135) days of such written notice, either Party may petition the Commission or the FCC or take such other action as may be necessary to establish appropriate terms. If prior to the expiration of the Term the Parties are unable to mutually agree on such new rates, prices, charges and terms or the Commission or the FCC has not issued its order to establish such provisions, the Parties agree that the rates, terms and conditions ultimately ordered by such Commission or the FCC or negotiated by the Parties will be effective retroactive to the expiration date of such Term.

11.3 Default. 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 16.

11.4 Payment 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.

12. INDEMNIFICATION

12.1 General Indemnity Rights. Each Party (the Indemnifying Party) will defend and indemnify the other Party, its officers, directors, employees and permitted assignees (collectively, the "Indemnified Party") and hold such Indemnified Party harmless against:

12.1.1 Any Loss to a third person arising out of: the negligent acts or omissions, or willful misconduct ("Fault") by such Indemnifying Party or the Fault of its employees, agents and subcontractors; provided, however, that (1) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (2) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (3) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract;

12.1.2 Any Loss arising from such Indemnifying Party's use of services offered under this Agreement, involving pending or threatened claims, actions, proceedings or suits ("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;

12.1.3 Any and all penalties imposed upon the Indemnifying Party's failure to comply with the Communications Assistance to Law Enforcement Act of 1994 ("CALEA") and, at the sole cost and expense of the Indemnifying Party, any amounts necessary to modify or replace any equipment, facilities or services provided to the Indemnified Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA; and

12.1.4 Any Loss arising from such Indemnifying Party's failure to comply with applicable law, other than the Act or applicable FCC or Commission rule.

12.2 Indemnification Procedures. Whenever a Claim will arise for indemnification under this Section, the relevant Indemnified Party, as appropriate, will promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party will not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party will have the right to defend against such liability or assertion in which event the Indemnifying Party will give 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 Indemnifying Party provides such written notice of acceptance of the defense of such Claim, the Indemnified Party will defend such Claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party, 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 will 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 will 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 will 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 will not be responsible for, nor will 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 will 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 also will 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 will 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 will be available to the other Party with respect to any such defense.

13. LIMITATION OF LIABILITY

13.1 Limited Responsibility. 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 Affiliates, agents, subcontractors, or other persons retained by such parties. No Party shall be liable for any act or omission of another Telecommunications Carrier (other than an Affiliate) providing a portion of a service.

13.2 Apportionment of Fault. In the case of any Loss arising from the negligence or willful misconduct of both Parties, each Party shall bear, and its obligation shall be limited to, that portion of the resulting expense caused by its negligence or misconduct or the negligence or misconduct of such Party's Affiliates, agents, contractors or other persons acting in concert with it.

13.3 Limitation of Damages. In no event will either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including 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 will not limit (i) a Party's obligation under Section 12 to indemnify, defend and hold the other Party harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorneys' fees) and Consequential Damages of such third person, or (ii) a Party's liability to the other for willful or intentional misconduct. In no event, other than an obligation to make payments hereunder or to indemnify pursuant to Section 12, will either Party's liability to the other be greater than the prior six (6) months of payments made by either Party to the other Party under this Agreement from the date such claim is first made.

13.4 Limitation in Tariffs. Beginning on the Rate Effective Date, 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 in no case shall such Party or any of its agents, contractors or others retained by such parties be liable to any Customer or third party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort, or otherwise that exceeds the amount such Party would have charged the applicable Customer for the service(s) or function(s) that gave rise to such Loss or some equivalent limitation on liability and (ii) any Consequential Damages.

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

14. DISCLAIMER OF REPRESENTATION AND WARRANTIES.

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, 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. REGULATORY APPROVAL

15.1 Commission Approval. The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC. The Parties covenant and agree that this Agreement is satisfactory to them as an agreement under Section 251 of the Act. 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 and any other portions of this Agreement that are reasonably related to the rejected portion, as determined by the Parties in good faith; provided that such rejected portion shall not affect the validity of the remainder of this Agreement, except as provided in this sentence The Parties acknowledge that nothing in this Agreement 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.

15.2 Regulatory Changes. If any final and nonappealable legislative, regulatory, judicial or other legal action materially prevents a Party from performing any material obligation under this Agreement, a Party may, on thirty (30) days' written notice (delivered not later than thirty (30) days' following the date on which such action has become legally binding and has otherwise become final and nonappealable) to the other Party require that the affected provision(s) be renegotiated as well as other portions of this Agreement that are reasonably related to the rejected portion, as determined by the Parties in good faith, and the Parties shall renegotiate in good faith such mutually acceptable new provision(s) as may be required; provided that such affected provisions shall not affect the validity of the remainder of this Agreement, except as provided in this sentence.

15.3 Amendment or Other Changes to the Act; Reservation of Rights. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date[3]. In the event of any amendment of the Act, or any legislative, regulatory, judicial order, rule or regulation, or other legal action governing the Parties, that revises or reverses the Act, the FCC's First Report and Order in CC Docket Nos. 96-98 and 95-185 or any applicable Commission order or arbitration award governing the Parties purporting to apply the provisions of the Act (individually and collectively, an "Amendment to the Act"), either Party may by providing written notice to the other Party require that the affected provisions be renegotiated in good faith and this Agreement be amended accordingly to reflect the pricing, terms and conditions of each such Amendment to the

[3] Since the terms of this Agreement are the result of Carrier's election under Section 252(i) of the Act of the PageNet Agreement, the Parties agree that the term "Effective Date" for the purposes of this Section 15.3 shall mean March 11, 1999.

Act relating to any of the provisions in this Agreement. If any such amendment to this Agreement affects any rates or charges of the services provided hereunder, such amendment shall be effective prospectively from the date of the final and non-appealable order and not retroactively.

16. AUDITS AND DISPUTES

16.1 Audit Rights.

16.1.1 Subject to the restrictions set forth in the confidentiality provisions, and except as may be otherwise specifically provided in this Agreement, a Party ("Auditing Party") may audit the other Party's ("Audited Party") books, records, data and other documents, as provided herein, once annually for the purpose of evaluating the accuracy of Audited Party's billing and invoicing of the services provided hereunder. The scope of the audit shall be limited to the period which is the shorter of (i) the period subsequent to the last day of the period covered by the audit which was last performed and (ii) the twelve (12) month period immediately preceding the date the Audited Party received notice of such requested audit. Such audit shall begin no fewer than thirty (30) days after Audited Party receives a written notice requesting an audit and shall be completed no later than thirty (30) days after the start of such audit. Such audit shall be conducted by an independent auditor acceptable to both Parties. The Parties shall select an auditor by the thirtieth day following Audited Party's receipt of a written notice. Auditing Party shall cause the independent auditor to execute a nondisclosure agreement in a form agreed upon by the Parties. Notwithstanding the foregoing, an Auditing Party may audit Audited party's books, records and documents more than once annually if the previous audit found previously uncorrected net variances or errors in invoices in Audited Party's favor with an aggregate value of at least $60,000 or five percent (5%) of the amounts payable by Auditing Party for audited services provided during the period covered by the audit.

16.1.2 Each audit shall be conducted on the premises of the Audited Party during normal business hours. Audited Party shall cooperate fully in any such audit and shall provide the independent auditor reasonable access to any and all appropriate Audited Party employees and books, records and other documents reasonably necessary to assess the accuracy of Audited Party's bills. No Party shall have access to the data of the other Party, but shall rely upon summary results provided by the independent auditor. Audited Party may redact from the books, records and other documents provided to the independent auditor any confidential Audited Party information that reveals the identify of other Customers of Audited Party. Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.

16.1.3 If any audit confirms any undercharge or overcharge, then Audited Party shall (i) for any overpayment promptly correct any billing error, including making refund of any overpayment of Auditing Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of or failure to act by the Audited Party, immediately compensate Auditing Party for such undercharge, in each case with interest at the lesser of (x) one and one half (1½ %) percent per month and (y) the highest rate of interest that may be charged under Applicable Law, compounded daily, for the number of days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available, as the case may be. Audit Party shall immediately compensate Audited Party, without interest, for any undercharge by Audited Party to Auditing Party.

16.1.4 Audits shall be at Auditing Party's expense, subject to reimbursement by Audited Party in the event that an audit finds, and the Parties subsequently verify, adjustment in the charges or in any invoice paid or payable by Auditing Party hereunder by an amount that is, on an annualized basis, greater than $60,000 or five percent (5%) of the aggregate charges for the audited services during the period covered by the audit.

16.1.5 Any disputes concerning audit results shall be referred to the Parties' respective responsible personnel for informal resolution. If these individuals cannot resolve the dispute within thirty (30) days of the referral, either Party may request in writing that an additional audit shall be conducted by an independent auditor acceptable to both Parties, subject to the requirements set out in Section 16.1.1. Any additional audit shall be at the requesting Party's expense.

16.2 Disputed Amounts.

16.2.1 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 forty-five (45) 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 or the date on which the other Party received notice of such Disputed Amounts. Ameritech intends to use its originating recordings to review the accuracy of Carrier's bills.

16.2.2 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within thirty (30) 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.

16.2.3 If the Parties are unable to resolve issues related to the Disputed Amounts within thirty (30) days after the Parties' appointment of designated representatives pursuant to Section 16.2.2, then either Party may file a complaint with the Commission or the 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.

16.2.4 The Parties agree that all negotiations pursuant to this Section 16.2 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.

16.2.5 Any undisputed amounts not paid when due, and any disputed amounts for which an escrow is not established, shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under applicable law.

16.3 Dispute Escalation and Resolution. 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 16.3. 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, 208 or any other applicable section 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. During any bona fide dispute, each Party shall continue to perform its obligations under this Agreement. As long as a Party is complying with all of its obligations under this Agreement, including its obligation to escrow disputed amounts, then, with the exception Section 9.5, neither Party shall terminate service during any bona fide dispute escalation and resolution without authorization from the FCC, the Commission or a Court.

17. MISCELLANEOUS

17.1 Authorization.

17.1.1 Ameritech Services, Inc., is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Ameritech Information Industry Services, a division of Ameritech Services, Inc., has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder on behalf of Ameritech Michigan.

17.1.2 Airtouch Paging is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

17.2 Compliance. Each Party shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement. Connecting channels, Connection Types and arrangements provided to Carrier by Ameritech will not be used knowingly for any purpose or in any manner, directly or indirectly, in violation of law or in aid of any unlawful act or undertaking.

17.3 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.

17.4 Confidentiality.

17.4.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a "Disclosing Party") that is furnished or made available or otherwise disclosed to the other Party or any of 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 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 17.4.2.

17.4.2 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 17 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.

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

17.5 Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the state of Michigan, without reference to choice of law provisions except insofar as the Act and the FCC's rules and regulations may control any aspect of this Agreement. In addition, except as set forth elsewhere in this Agreement, issues or disputes concerning this Agreement shall be raised with the Commission or the FCC, as appropriate.

17.6 Taxes. Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either 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 certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party.

17.7 Non-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.

17.8 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.

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

To Carrier:

Airtouch Paging
Three Forest Plaza
12221 Merit Drive, Suite 800
Dallas, Texas 75251-2243

Attn: V.P., Technical Operations
Facsimile: 972/860-3248

With a copy to:

Airtouch Paging

Three Forest Plaza
12221 Merit Drive, Suite 800
Dallas, Texas 75251-2243

Attn: Legal Department
Facismilie: 972/860-3552

To Ameritech:

Ameritech Information Industry Services
350 North Orleans, Floor 5
Chicago, Illinois 60654
Attn.: Vice President - Network Providers
Facsimile: (312) 335-2927

with a copy to:

Ameritech Information Industry Services
350 North Orleans, Floor 5
Chicago, Illinois 60654
Attn.: Vice President and General Counsel
Facsimile: (312) 595-1504

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.

17.10 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.

17.11 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.

17.12 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 obligation 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.

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

17.14 Technology Upgrades. Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. Each Party shall provide the other written notice at least ninety (90) days prior to the incorporation of any such upgrades in its network which will materially impact the other Party's service or such other period as prescribed by applicable FCC or Commission rule. Each Party shall be solely responsible for the cost and effort of accommodating such changes in its own network.

17.15 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.

17.16 Scope of Agreement. This Agreement is intended to describe and enable specific Interconnection and compensation arrangements between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided herein.

17.17 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. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in 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.

17.18 Technical Specifications. Subject to any special arrangements provided for herein, and to the extent applicable, the design, installation, operations, and maintenance of all channels or equipment of Carrier and Ameritech which are used in handling interchanged traffic under this Agreement will be made in accordance with Bell Communications Research Technical Reference Numbers PUB43303; the Bell Communications Research list "Notes on the BOC Intra-LATA Network"; Bell Communications Research Technical Advisory TA-NPL-00145; and such other documents as may from time to time be referenced or as from time to time may be amended.

17.19 Testing. Ameritech and Carrier each may make reasonable tests and inspections of its channels, Connection Types and arrangements and may, upon notice to and coordination with the other, temporarily interrupt the channels, Connection Types and arrangements being tested or inspected, provided there is no unreasonable disruption or degradation of service.

17.20 Relationship of Terms. The Parties acknowledge that this Agreement, and in particular the economic terms and conditions such as reciprocal compensation, Type 1, reverse billing, trunking arrangements and percent local usage, is an integral part of an overall economic solution to their need to interconnect their networks throughout the five (5) states in which Ameritech provides Interconnection. The economic terms and conditions were arrived at through good faith negotiations of relevant issues between the Parties and represent an overall resolution acceptable to each of them. No single economic term or condition of this Agreement, standing alone, is intended to reflect either Party's view of an acceptable term or condition.

17.21 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

18. NON-SEVERABILITY

The services, arrangements, Interconnection terms and conditions of this Agreement were mutually negotiated by the Parties as a total arrangement and are intended to be non-severable, subject only to Section 15. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of federal or state law, or any regulations or orders adopted pursuant to such law.

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the date set forth below[4].

AIRTOUCH PAGING

By: _____

Name: Gary D. Coccio

Title: President

Date: 6/4/99

AMERITECH INFORMATION INDUSTRY SERVICES, a division of Ameritech Services, Inc., on behalf of Ameritech Michigan

By: _____ for Karen S. Vessely

Name: Karen S. Vessely

Title: President

Date: 6-2-99

LEGAL REVIEW COMPLETE
BY: _____

[4] This Agreement is the result of Carrier's adoption, pursuant to Section 252(i) of the Telecommunications Act of 1996, of the terms of the Interconnection Agreement under Section 251 and 252 of the Telecommunications Act of 1996 dated March 11, 1999 by and between Ameritech Indiana and PageNet, Inc., (the "PageNet Agreement") that is pending before the Commission. Because this Agreement is made pursuant to Section 252(i) of the Act, it includes certain provisions that it would not otherwise include. Subject to the Parties' obligations in Section 15.1 hereof, and the rights and obligations between the Parties created by this Agreement, filing and performance by the Parties of this Agreement does not in any way constitute a waiver by either Party of any position of the illegality or unreasonableness of any rates, terms or conditions set forth in this Agreement, nor does it constitute a waiver by either Party of any rights and remedies it may have.

Subject to the Parties' obligations in Section 15.1 hereof, and the rights and obligations between the Parties created by this Agreement, neither Ameritech's nor Carrier's execution of this Agreement and/or compliance with the terms and conditions of this Agreement shall be construed as or is intended to be a concession or admission by either Party that any contractual provision required by any provision in this Agreement complies with the rights and duties imposed by the Act, decisions of the FCC or the Commission, decisions of the courts or other Applicable Law, and both Ameritech and Carrier specifically reserve their respective full rights to assert and pursue claims arising from or related to this Agreement. If for any reason the PageNet Agreement is not approved by the Commission, this Agreement shall be null and void. Except as expressly stated in Section 3.2.4(b), the Parties acknowledge that in no event shall any of the rates, terms and conditions set forth in this Agreement apply to any products or services purchased or provided by either Party prior to the later of (i) the date the Commission approves this Agreement under Section 252(e) of the Act, and (ii) absent such Commission approval, the date this Agreement is deemed approved under Section 252(c)(4) of the Act.

Schedule 1

DEFINITIONS

Access Tandem or Tandem - An Ameritech switching system that provides a concentration and distribution function for originating or terminating traffic between end offices, and/or a customer's premises and is capable of providing Feature Group D service.

Access Tariff - 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 - Telecommunications traffic between a LEC and an IXC or between a CMRS provider and an IXC which is carried on Feature Group D trunks.

Act - 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 - As Defined in the Act.

Ameritech's System - The communications network of Ameritech.

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

As Described in the Act - As described in or required 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 (CCS) 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 CMRS and ancillary services.

CDT - Carrier Dedicated Trunk.

Central Office Prefix - The first three digits (NXX) of the seven-digit telephone number.

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

(a) End Office Switches; and

(b) Tandems.

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

Channels - An electrical or photonic, in the case of fiber optic-based transmission systems, communications path between two or more points of termination.

CLASS Features - Certain CCS-based features available to Customers including, but not limited to: Automatic Call Back; Call Trace; Caller Identification and related blocking features; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

Commercial Mobile Radio Service (CMRS) - Identical to the term "commercial mobile service" As Defined in the Act.

Commission - Michigan Public Service Commission

Common Channel Signaling (CCS) - The signaling system, developed for use between switching systems with stored-program control, in which all of the signaling information for one or more 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 CCS used by the Parties shall be SS7.

Connection Type - The channel and associated service arrangement used to connect the Carrier's System with Ameritech's System for the purpose of interchanging traffic.

Customer - Subscribers to Telecommunications Services provided by either of the Parties.

Customer Name and Address Information (CNA) - May include the name, service address and telephone numbers of an exchange carrier's subscribers for a particular exchange calling area. This data includes nonpublished listings, coin telephone information and published listings.

End Office Interconnection - Interconnection between Ameritech and a CMRS provider via a Type 1 Facility.

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.

Exchange Message Record (EMR) - The standard used for exchange of Telecommunications message information among Telecommunications providers for billable, non-billable, sample, settlement and study data. EMR format is contained in Bellcore Practice BR-010-200-010 CRIS Exchange Message Record.

Exchange Telecommunications Service - The furnishing of an exchange access line for telecommunications within a local service area, in accordance with the regulations, rates and

charges specified in Ameritech's Exchange Services Tariff. Exchange Telecommunications Service includes the furnishing of the local facilities required to establish and maintain connections between an exchange access line and the toll plant in connection with toll calls.

FCC - The Federal Communications Commission.

ILEC - As Defined in the Act.

Information Service Traffic - Local Traffic which originates on a Party's network and which is addressed to an information service provided on an information services platform served by the other Party (e.g., 976 and 900)

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

Interconnection - The linking of Ameritech and Carrier's networks for the exchange of Traffic.

Interexchange Carrier (IXC) - A carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.

InterLATA - As Defined in the Act.

IntraLATA - IntraLATA is a term used to describe Ameritech services, revenues and functions that relate to telecommunications services originating and terminating within a single LATA or court-approved territory associated with the LATA.

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

Land-to-Mobile - Traffic delivered by Ameritech to Carrier.

Local Access and Transport Area (LATA) - As Defined in the Act.

Local Exchange Carrier (LEC) - As Defined in the Act.

Local Traffic - 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). For purposes of defining Local Traffic in the Mobile to Land direction under this Agreement, the termination point on Ameritech's network shall be the End Office serving the called party; the origination point on Carrier's network shall be the paging base station which services the calling party at the time the call begins. In no event shall Local Traffic include any traffic which is originated on a Party's physical switch and handed off to the other Party and then is routed/delivered to an ISP Point of presence to create a real-time, through connection.

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 attorneys' fees).

Mobile-to-Land - Traffic delivered by Carrier to Ameritech.

Multi-Party Traffic - Telecommunications traffic which is jointly carried by Ameritech and a facilities-based telecommunications carrier other than 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.

Network Point of Interconnection (NPOI) - The physical demarcation point between Ameritech and Carrier or between Ameritech and a third party carrier's facilities or premises as designated by Carrier. Among other things, this point establishes the technical interface, the test point(s), and the point(s) for operational division of responsibility between Ameritech's network and Carrier's network.

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

Paging Switch - Equipment used by Carrier to provide switching functions for the provision of CMRS services to its subscribers.

Party - Either Ameritech or Carrier, and Parties means Ameritech and Carrier.

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 telephone exchange 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 Rate Center cannot exceed the boundaries of an exchange area as defined by the state regulatory commission.

Reciprocal Compensation - As Described in the Act.

Reverse Billing - means an optional billing service under which the CMRS provider is charged a per minute rate for calls to its customers and Ameritech does not change the calling party for the call.

Signaling Transfer Point (STP) - As Defined in the Act.

Standard Billing - means a billing arrangement provided by Ameritech to its subscribers for Local and toll calls under which the calling party is charged the applicable local or toll rate for the call.

Telecommunications - As Defined in the Act.

Telecommunications Act - The Telecommunications Act of 1996 and any rules and regulations promulgated thereunder.

Telecommunications Carrier - As Defined in the Act.

Telecommunications Service - As Defined in the Act.

Toll Free 8XX Traffic - mean traffic dialed with the prefixes "800", "888" or a similar dialing prefix which indicates that the caller incurs no charge for the call.

Traffic – means Local Traffic, Access Traffic and Multi-party Traffic.

Transit Traffic – means Local Traffic which originates on the network of a Carrier other than Ameritech (including Carrier) and is delivered by Ameritech to a third CLEC, ILEC, or CMRS provider (including Carrier).

Type 1 Facility or Type 1 - means a trunk as described in Bellcore Technical Reference GR-CORE-000145 which connects an end office on Ameritech's network to a Paging Switch or NPOI on Carrier's network. In the Land to Mobile direction, a Type 1 Facility is used to carry traffic which is switched and routed to the office where the NXX of the called number resides and is switched again to be routed to Carrier's network.

Tandem Facility or Type 2A Facility - means a trunk side connection between Carrier's Switch or NPOI and an Ameritech Access Tandem.

End Office Facility or Type 2B Facility - means a trunk side connection between Carrier's Paging Switch or NPOI and an equal access End Office.

Schedule 3.2.4
Interconnection Facilities

Type 2

I. Description and Application of Rates and Charges

There are three types of charges that apply to a Paging Commercial Mobile Radio Service in the Land to Mobile direction. These are monthly recurring rates, usage rates and nonrecurring charges. Usage rates apply to Reverse Billing traffic until Reverse Billing is no longer available under the terms of this Agreement.

(A) Monthly Rates

Monthly rates are flat recurring rates that apply each month or fraction thereof that a specific rate element is provided. For billing purposes, each month is considered to have 30 days. Monthly rates apply to the Cellular Dedicated Trunk (CDT) rate element for both Type 2A service and Type 2B service.

(B) Usage Rates

Usage rates are applied on a per minute basis. Per minute charges are accumulated over a monthly period.

(C) Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or change to an existing service).

Nonrecurring charges apply to each service installed. The nonrecurring charges for the installation or service are set forth in the attachment following as a nonrecurring charge for the Cellular Dedicated Trunk (CDT) rate element.

II. Measuring Minutes of Use

CMRS Paging traffic (for Reverse Billing charges or non-Local, Mobile to Land Traffic) will be measured by Ameritech at End Office switches or Access Tandem switches. CMRS Paging traffic (for Land to Mobile traffic) will be measured at Carrier's switch.

Schedule 3.2.4

III. Mileage Measurement

The mileage to be used to determine the monthly rate for the Carrier Dedicated Trunk rate element of Type 2A and Type 2B services is calculated on the airline distance between the two locations involved, i.e., between the customer premises and Ameritech Access Tandem for Type 2A service, and between the customer premises and Ameritech End Office for Type 2B service. The mileage to be used to determine the usage rate for the Carrier Common Trunk rate element of Type 2A service is calculated on the airline distance between Ameritech Access Tandem and the Ameritech End Office where the call carried over the CCT originates or terminates.

IV. Rates and Charges Applicable to Type 2 Facilities - Ameritech Michigan

Rates and charges for Type 2 facilities are as set forth in Ameritech tariff MPSC No. 20, Part 14.

Rates and Charges Applicable to Type 2 Usage are as set forth in Ameritech tariff MPSC No. 20, Part 14.

Type 1

I. Description and Application of Rates and Charges

There are two types of charges that apply to a Paging Commercial Mobile Radio Service. These are monthly recurring rates and nonrecurring charges.

(A) Month Rates

Monthly rates are flat recurring rates that apply each month or fraction thereof that a specific rates element is provided. For billing purposes, each month is considered to have 30 days. Monthly rates apply to the Exchange Access Trunk Access line, Exchange Access Trunk Usage Package and Exchange Access Trunk Equipment for Type 1 service.

(B) Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or change to an existing service).

Nonrecurring charges apply to each service installed. The nonrecurring charge for the installation or service are set forth in the attachment following as a nonrecurring charge for the Exchange Access Trunk Access line and the Exchange Access Trunk Equipment.

II. Rates and Charges

Rates and Charges for Type 1 facilities are as set forth in Ameritech tariff MPSC No. 20, Part 14.

Schedule 6.2.5

Reverse Billing Rates

Ameritech's Reverse Billing rates are as set forth in MPSC No. 20, Part 14.

Schedule 7.1

Compensation

(Carrier to Ameritech Calls)
For Local calls originated on Carrier's network and terminated to Ameritech's via:

Tandem connection:	$.005161
Direct end office connection:	$.004053

Type 2A rates in Schedule 3.2.4 shall apply to non-Local Mobile to Land traffic.

Schedule 8.2

Transit Traffic Charges

Calls originating on Carrier's network Terminating to another carrier's network and transiting Ameritech's Type 2A service:	Per Minute of Use $.005161