

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this August 17, 2000.


**AT&T WIRELESS SERVICES
INC. FOR NEW HAMPSHIRE**

By: 

Printed: Kurt C. Maass

Title: Vice President

VERIZON NEW HAMPSHIRE

By: 

Printed: Jeffrey A. Masoner

Title: Vice President Interconnection
Services & Policy

SCHEDULE 4.1

INTERCONNECTION POINTS AND NETWORK IMPLEMENTATION SCHEDULE

NEW HAMPSHIRE

VERIZON-IP	AWS-IP	Intended Implementation Date
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Per Section 4.2, the
VERIZON-IPs as of the Effective Date shall
be either the Verizon terminating End
Office serving the Verizon Customer or
the Verizon Tandem subtended by the
terminating End Office serving the Verizon Customer

Not Applicable

As of the effective date,
the AWS-Ips shall be the
physical AWS locations where
Verizon is currently delivering
traffic to AWS.

Not Applicable

SCHEDULE 4.2

INTERCONNECTION POINTS FOR DIFFERENT TYPES OF TRAFFIC

Each Party shall provide the other Party with Interconnection to its network at the following points for transmission, routing and termination subject to the availability of facilities. Compensation for such facilities will be as set forth in Exhibit A or as provided elsewhere herein.

1. For the termination of Local Traffic or Toll Traffic originated by one Party's Customer and terminated to the other Party's Customer, at the points set forth in Sections 4 of the main body of the Agreement.

2. For the termination of Transit Traffic from an ITC, wireless carrier, or CLEC to:

(a) AWS___, at the [AWS-IP] in which the Traffic is to terminate.

(b) VERIZON, at the VERIZON-IP in LATA in which the Traffic is to terminate.

3. For 911/E911 traffic originated on AWS's network, at the PSAP in areas where only Basic 911 service is available, or at the VERIZON 911/E911 Tandem Office serving the area in which the AWS Customer is located, in accordance with applicable state laws and regulations and PSAP requirements.

4. For Directory Assistance (411 or NPA-555-1212) traffic, at the applicable VERIZON operator services Tandem Office.

5. For Operator Services (call completion) traffic, at the applicable VERIZON operator services Tandem Office.

6. For BLV/LBVI traffic, at the terminating Party's Tandem Office.

7. For SS7 signaling originated by:

(a) AWS___, at mutually agreed-upon Signaling Point of Interconnection(s) ("SPOI") in the LATA in which the Local or Toll Traffic originates, over CCSAC links provisioned in accordance with Bellcore GR-905 and Verizon Supplement Common Channel Signaling Network Interface Specification (VERIZON_905).

- (b) VERIZON, at mutually agreed-upon SPOIs in the LATA in which the Local or Toll Traffic originates, over a CCSAC links provisioned in accordance with Bellcore GR-905 and VERIZON-905.

Alternatively, either Party may elect to interconnect for SS7 signaling through a commercial SS7 hub provider.

8. For Toll Free Service Access Code (e.g. 800/888/877) database inquiry traffic, at any VERIZON Signaling Transfer Point in the LATA in which the originating AWS Wire Center is located, over a CCSAC link. Alternatively, AWS may elect to interconnect through a commercial SS7 hub provider.

9. For Line Information Database ("LIDB") inquiry traffic, at any VERIZON Signaling Transfer Point in the LATA in which the LIDB is located, over a CCSAC link. Alternatively, AWS may elect to interconnect through a commercial SS7 hub provider.

10. For any other type of traffic, at reasonable points to be agreed upon by the Parties, based on the network architecture of the terminating Party's network.

SCHEDULE 5.5

APPLICABLE FACTORS for NEW HAMPSHIRE

CLUP, PIU, PLU, and PML factors may be reported at the state or LATA level.

FOR TRAFFIC ORIGINATING FROM:	AND TERMINATING TO:	LATA	PIU (%)	CLUP(PLU) (%)	PML(%)
VERIZON	AWS	ALL	0	100	50
AWS	VERIZON	ALL	0	100	50

CUSTOMER: AWS

STATE: NEW HAMPSHIRE

BILLING CONTACT NAME: _____

BILLING CONTACT NUMBER: _____

BILLING CONTACT ADDRESS: _____

AWS ACNA to be used when ordering Interconnections Trunks: _____

EXHIBIT A

VERIZON - NEW HAMPSHIRE AND AT&T WIRELESS SERVICES, INC.DETAILED SCHEDULE OF ITEMIZED CHARGES FOR BROADBAND CARRIERS¹

A. VERIZON SERVICES, FACILITIES, AND ARRANGEMENTS:

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
I. Call Termination		
Local Traffic Delivered at VERIZON End Office	\$0.008/minute of use (mou)	Not Applicable
(Toll charges apply on Type I for call completion beyond end office)		
LocalTraffic Delivered at VERIZON Tandem	Time of Day ² : \$0.0120/mou (day) \$0.0110/mou (eve) \$0.0100/mou (night) or Composite: \$0.011340/mou	Not Applicable

¹ Unless a citation is provided to a generally applicable BA Tariff, all listed rates and services are available only to AWS when purchasing these services for use in the provision of Commercial Mobile Radio Service or Telephone Exchange Service, and apply only to Local Traffic and local Ancillary Traffic. VERIZON rates and services for use by AWS in the carriage of Toll Traffic shall be subject to VERIZON's Tariffs for Exchange Access Service. Adherence to these limitations is subject to a reasonable periodic audit by VERIZON.

² The Day/Evening/Night schedule for wireless local billing is as follows:
Day: 8:00 AM-8: 59 PM Mon. - Fri.; Evening: 9:00 PM – 10:59 PM Mon.-Fri.; Night: 11:00 PM -7:59 AM Mon.-Thurs.; Night: 11:00 PM Fri. - Mon. 7:59 AM; Fri-Mon.

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
II. Transit Service		
A. Tandem Transit arrangements for Local Traffic between AWS and carriers other than VERIZON that subtend a VERIZON Tandem Switch. (Not applicable to Toll Traffic or when Meet Point Billing Arrangement applies)		
Tandem Switching Tandem-Switched Transport	Per VERIZON FCC No. 11 interstate and NH PUC No.79 intrastate access tariffs	Not Applicable Not Applicable
III. Time and Materials		
Special Construction	As per applicable NH PUC Tariff	
IV. Signaling and Databases (Type S Interconnection SS7)	Per VERIZON FCC No. 11 interstate and New Hampshire PUC No. 79 intrastate access tariffs	
V. Directory Services		
Primary Listings	No Charge	
Additional Tariffed Listing Services	TBD	TBD
VI. Directory Assistance		
	Per VERIZON New Hampshire PUC No. 79 intrastate access tariff	
VII. Exchange Access Service		
Interstate	Per VERIZON FCC No. 11 interstate tariff (charged in conjunction with Local Traffic, using PLU and PIU factors, as appropriate)	
Intrastate	Per VERIZON New Hampshire PUC No. 79 intrastate access tariff	
VIII. 911/E911		
A. Entrance Facility		
2 Wire Voice Grade	\$36.14	\$236.85
4 Wire Voice Grade	\$59.00	\$375.68
DS1	\$221.48	\$618.09
B. Direct Trunk Transport		
2 or 4 Wire Voice Grade	\$33.39	\$3.89

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
DS1	\$66.00	\$21.25
C. Multiplexing (if applicable)		
DS1 to Voice		\$291.38
IX. Access to Telephone Numbers (NXX codes issued per ICCF Code Administration Guidelines)		No Charge
X. Dialing Parity		No Charge

B. AWS SERVICES, FACILITIES, AND ARRANGEMENTS:

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
I. Call Termination		
Local Traffic Delivered at AWS End Office	\$0.006/minute of use (mou)	Not Applicable
Local Traffic Delivered at AWS Tandem Switch	Time of Day ³ : \$0.010/mou (day) \$0.009/mou (eve) \$0.008/mou (night) or Composite: \$0.0093/mou	Not Applicable
II. Exchange Access Service		
Interstate	Per AWS FCC exchange access Tariff, not to exceed VERIZON’s rates for equivalent services available to AWS	
Intrastate	Per AWS NH exchange access Tariff, not to exceed VERIZON’s rates for equivalent services available to AWS	

³ The Day/Evening/Night schedule for wireless local billing is as follows:
Day: 8:00 AM-8: 59 PM Mon. - Fri.; Evening: 9:00 PM – 10:59 PM Mon.-Fri.; Night: 11:00 PM -7:59 AM Mon.-Thurs.; Night; 11:00 PM Fri. - Mon. 7:59 AM; Fri-Mon.

AMENDMENT NO. 1

to the

**INTERCONNECTION AGREEMENT
by and between**

**VERIZON NEW ENGLAND INC.
d/b/a
VERIZON NEW HAMPSHIRE**

and

AT&T WIRELESS SERVICES, INC.

FOR NEW HAMPSHIRE

This Amendment No. 1 (this "Amendment") is made this 30TH day of March 2001 (the "Effective Date") by and between AT&T Wireless Services, Inc., ("AWS"), a Delaware corporation with offices at 7277 164th Avenue NE, Redmond, WA 98052, and Verizon New England, Inc.d/b/a Verizon New Hampshire, ("VZ"), a New York corporation with offices at 185 Franklin Street, Boston, MA 02110(each of VZ and AWS being individually, a "Party" and, collectively, the "Parties").

WITNESSETH:

WHEREAS, VZ and AWS are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated August 17, 2000 (the "Interconnection Agreement");

WHEREAS, the Federal Communications Commission has, in FCC Docket 94-102, ordered that providers of commercial mobile radio services make available certain E-9-1-1 services, and has established clear and certain deadlines by which said service must be available.

WHEREAS, the Parties desire to provide AWS with access to the E-9-1-1 network systems and databases established and maintained by VZ in a technically and economically efficient manner sufficient to enable AWS to provide E-9-1-1 service to its end user customers; and

WHEREAS, the Parties wish to enter into an agreement that will allow AWS to provide E-9-1-1 to its end user customers using the systems and databases established and maintained by VZ on terms that are fair and equitable to both Parties;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Interconnection Agreement as follows:

The following replaces section 6.3.1 of the Interconnection Agreement in its entirety:

6.3.1 NCAS E911 Services

The following definitions are applicable in this Section 6.3.1:

"Alternate PSAP" is the PSAP designated by the controlling 9-1-1 Authority to receive a 9-1-1 call in the event the Selective Router is unable to complete the 9-1-1 call to the Designated PSAP because the PSAP trunks are busy or out of service. A Designated PSAP may have one or more alternates, depending upon network architecture and local provisions.

"Automatic Location Identification Database" or "ALI Database" means the emergency services (E-9-1-1) database containing caller location information (provided on a dynamic or static basis) including the carrier name, Call Back Number, Routing Number, Cell Site/Sector Information, and other carrier information used to process caller location records.

"AWS Wireless End User" means any person or entity receiving service on an AWS Wireless System.

"Call Back Number" means the MDN or other number that can be used to call back the AWS Wireless End User, which may be used by the PSAP to call back the AWS Wireless End User if a 911 Call is disconnected.

"Cell Sector" means a geographic area defined by AWS (according to AWS's own radio frequency coverage data), and consisting of a certain portion or all of the total coverage area of a Cell Site.

"Cell Site" means the AWS fixed radio transmitting and receiving facilities associated with the origination and termination of wireless traffic from/to an AWS Wireless End User.

"Cell Site/Sector Information" means information that indicates to the receiver of the information the Cell Site location receiving a 9-1-1 Call made by an AWS Wireless End User, and which may also include additional information regarding a Cell Sector.

"Default PSAP" is the PSAP designated to receive a 911 Call in the event the Selective Router is unable to determine the Designated PSAP.

"Designated PSAP" means the PSAP designated by the Parties to receive a 911 Call based upon the geographic location of the Cell Site.

"NCAS" means Non-Call Path Associated Signaling.

"PAM Protocol" means the bi-directional ALI-to-ALI real-time steering interface which supports intersystem queries. This interface allows an ALI database serving a PSAP to query a second ALI database for ALI data that is not resident in the ALI Database serving the PSAP.

"Routing Number" is a number used to support the routing of wireless 911 Calls. It may identify a wireless Cell Sector or PSAP to which the call should be routed. In NCAS, the

Routing Number (identified in standard documents as Emergency Services Routing Key “ESRK”) is a ten-digit number translated and out pulsed from a Cell Sector identifier at the service control point that routes the 911 Call to the appropriate PSAP. The Routing Number is also the search-key from a PSAP query to an ALI database with a matching Routing Number.

“911 Attendant” means the PSAP telecommunicator receiving a 911 Call.

“911 Call(s)” means a call made by an AWS Wireless End User by dialing the three digit telephone number “9-1-1” (and, as necessary, pressing the “Send” or analogous transmitting button) on a wireless handset to facilitate the reporting of an emergency requiring response by a public safety agency.

6.3.1.1 Notwithstanding anything contained herein to the contrary, the respective obligations of the Parties contained in this Section are not effective as to a particular PSAP until AWS notifies VZ in writing that it has received a request from a Public Safety Answering Point (“PSAP”) (“Requesting PSAP”) to provide E-911 service within a jurisdiction served by VZ in New Hampshire. Upon receipt of such a notice from AWS, the Parties shall promptly implement the respective obligations of the Parties contained in this Section.

6.3.1.2 AWS may, at its option, interconnect to the VZ 911/E911 selective router or 911 tandem offices, as appropriate, that serve the areas in which AWS provides exchange services, for the provision of 911/E911 services and for access to all sub-tending PSAP. In such situations, VZ will provide AWS with the appropriate CLLI codes and specifications of the tandem office serving area. In areas where E-9-1-1 is not available, AWS and VZ will negotiate arrangements to connect AWS to the 911 service.

The Parties will route 911 Calls to the Designated PSAP in a manner designed to enable the 911 Attendant to communicate with the AWS Wireless End User and to determine its Call Back Number and the corresponding Cell Site/Sector Information.

6.3.1.2.a. The Parties shall route the 911 Calls and associated call back and location information in accordance with the following minimum requirements:

(1) Trunking.

Notwithstanding anything contained in the Interconnection Agreement to the contrary, VZ shall provide AWS with a minimum of two (2) dedicated Type 2C trunks for the provision of E911 services.

(2) Voice.

Upon receipt of a 911 Call from an AWS Mobile Switching Center, VZ shall route the voice portion of the 911 Call and its corresponding Routing Number (for NCAS calls, the ESRK) from its selective router to the Designated PSAP. If VZ is unable to route the call to the Designated PSAP due to a failure in the delivery of the Routing Number, VZ will route the call to a Default PSAP designated by AWS and approved by the controlling 9-1-1 Authority. Both Parties’ network architecture and routing responsibilities will be in accordance with Applicable Law. If VZ is unable to route to the Designated PSAP (all PSAP trunks busy or out of service), VZ will route the call, to an Alternate PSAP(s), or busy tone as designated by the controlling 9-1-1 authority.

(3) Data.

Upon receipt of a PSAP query to a VZ-controlled ALI Database to obtain the Call Back Number and Cell Site/Sector Information for a 911 Call, the VZ-controlled ALI Database shall route the query to an AWS-controlled ALI Database designated by AWS.

The VZ-controlled ALI Database shall then automatically receive from the AWS-controlled ALI Database the Routing Number, Call Back Number and Cell Site/Sector Information associated with the 911 Call.

The VZ-controlled ALI Database shall then transmit the Routing Number, Call Back Number and Cell Site/Sector Information to the PSAP within a time period at parity with the transmission rates in response to similar queries to the VZ-Controlled ALI Database for 911 calls originating from wireless carriers other than AWS.

6.3.1.3 All path and route interconnections for 911/E911 will be diverse, as necessary, and as required by Applicable Law.

6.3.1.4 Within thirty (30) days of its receipt of a request from AWS and to the extent authorized by the relevant federal, state, and local authorities, VZ will provide AWS with the following at a reasonable charge, if applicable:

- (a) a list of the address and the CLLI code of each 911/E911 Selective/Router or 911 tandem office(s) in the area in which AWS plans to offer NCAS-based CMRS services that do not constitute Fixed Wireless Services;
- (b) a list of VZ personnel who currently have 911 responsibility;
- (c) any special 911 trunking requirements for each 911/E911 selective router or 911 tandem office where available; and
- (d) return of any AWS E911 data entry files containing errors, so that AWS may ensure the accuracy of the records.

6.3.1.5 AWS shall use, where available, the VZ Private Switch/Automatic Location Identification (“PS/ALI”) electronic interface, when available, through which AWS shall input and provide a daily update of 911/E911 database information related to appropriate routing numbers (also referred to as pseudo ANIs or ESRK) associated with each face of the Cell Site. In those areas where the PS/ALI electronic interface is not available, AWS shall provide VZ with all appropriate 911/E911 information via facsimile for VZ’s entry into the 911/E911 database system. Any 911/E911-related data exchanged between the Parties prior to the availability of an electronic interface shall conform to VZ standards, whereas 911/E911-related data exchanged electronically shall conform to the National Emergency Number Association standards.

VZ shall supply to AWS Routing Numbers from a given line range associated with a local NPA/NXX codes to support NCAS deployment in the VZ territories.

6.3.1.6 VZ and AWS shall each use commercially reasonable efforts to facilitate the prompt, robust, reliable and efficient Interconnection of AWS systems to the 911/E911 platforms.

6.3.1.7 VZ and AWS will work cooperatively, if necessary, to arrange meetings with PSAPs to answer any technical questions the PSAPs or county or municipal coordinators may have regarding the 911/E911 arrangements.

6.3.1.8 AWS shall be responsible for providing facilities from the AWS Mobile Switching Center to the VZ 911 tandem office.

6.3.1.9 AWS will compensate VZ for connections to its 911/E911 services pursuant to the rates set forth in the attached Exhibit A.

6.3.1.10 AWS will comply with all applicable rules and regulations (including 911 taxes and surcharges as defined by local requirements) pertaining to the provision of 911/E911 services in New Hampshire.

6.3.1.11 VZ shall provide or permit AWS to terminate two frame relay circuits from an AWS-controlled ALI Database to each VZ ALI Database site.

6.3.1.12 VZ shall place necessary Customer Service Unit/Data Service Unit (“CSU/DSU”) at each VZ ALI Database site, for the provision of the Routing Number, Call Back Number, Cell Site/Sector Information.

6.3.1.13 VZ and AWS shall provision their respective ALI Databases such that the exchange of data between each shall use the PAM Protocol or other agreed upon interface.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this 30th day of March 2001.

**AT&T WIRELESS SERVICES
INC. FOR NEW HAMPSHIRE**

By: 

Printed: Kurt C. Maass

Title: Vice President - Wireless
Network Socs

VERIZON NEW HAMPSHIRE

By: 

Printed: Jeffrey A. Masoner

Title: Vice-President Interconnection
Services Policy & Planning

AMENDMENT #1 to Exhibit A

The following is added to Section VIII. 911/E911:

D. NCAS Monthly Recurring Charges¹

¹ These monthly recurring charges are based on estimated wireless carrier penetration rates. To the extent that this Agreement continues beyond 2001, the monthly recurring charges are subject to change with notice to AWS, in the form of an Industry Letter or otherwise.

<i>State</i>	<i>2000</i>	<i>2001</i>
NH	\$589.00	\$412.00

AMENDMENT NO. 2

to the

INTERCONNECTION AGREEMENT

between

**VERIZON NEW ENGLAND INC.,
D/B/A VERIZON NEW HAMPSHIRE**

and

AT&T WIRELESS SERVICES, INC.

FOR NEW HAMPSHIRE

This Amendment No. 2 (this "Amendment") is effective June 14, 2001 ("Amendment Effective Date"), by and between Verizon New England Inc., d/b/a Verizon New Hampshire, f/k/a New England Telephone and Telegraph, d/b/a Bell Atlantic - New Hampshire, a New York corporation ("Verizon"), and AT&T Wireless Services, Inc., a Delaware corporation ("AWS"). (Verizon and AWS may hereinafter be referred to, each individually, as a "Party," and, collectively, as the "Parties").

WITNESSETH:

WHEREAS, Verizon and AWS are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934 (the "Act") for New Hampshire, which was effective August 17, 2000 (the "Agreement"); and

WHEREAS, on April 18, 2001, in the Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68 ("Order"), the Federal Communications Commission affirmed its prior determination that Internet traffic is not subject to reciprocal compensation under Section 251(b)(5) of the Act, but exercised its authority under Section 201 of the Act to establish a transitional plan for intercarrier compensation for Internet traffic; and

WHEREAS, in accordance with the Order, Verizon has elected to offer an optional reciprocal compensation rate plan for traffic subject to Section 251(b)(5) of the Act, under which such traffic exchanged between Verizon and a local exchange carrier or CMRS provider in a given state will be subject to compensation at the same rate

applicable to intercarrier compensation for Internet traffic in that state under the terms of the Order; and

WHEREAS, AWS has elected to amend the Agreement to accept the optional reciprocal compensation rate plan for traffic subject to Section 251(b)(5) of the Act being offered by Verizon;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. Amendment to Agreement. Effective as of the Amendment Effective Date, the Agreement is amended as follows:

1.1 Notwithstanding any other provision of the Agreement, the following provisions shall apply to and be a part of the Agreement:

1.1.1 Rates.

1.1.1.1 The reciprocal compensation rates that shall apply pursuant to Section 251(b)(5) of the Act and Section 5.1 of the Agreement for the transport and termination of Reciprocal Compensation Traffic that has been delivered to the terminating Party-IP, shall be the reciprocal compensation rates set out in Attachment 1 to this Amendment.

1.1.1.2 The reciprocal compensation rates provided for in Section 1.1.1.1 above shall replace and apply in lieu of the reciprocal compensation rates for the transport and termination of Reciprocal Compensation Traffic set out in the Agreement (including, but not limited to, the reciprocal compensation rates set out in Exhibit A, Sections A.I and B.I).

1.1.1.3 The reciprocal compensation rates provided for in Section 1.1.1.1 above shall apply to the Parties in an equal and symmetrical manner.

1.1.1.4 The reciprocal compensation rates billed by AWS to Verizon shall not exceed the reciprocal compensation rates billed by Verizon to AWS.

1.1.1.5 In addition to the reciprocal compensation charges provided for in Section 1.1.1.1 above, AWS shall pay to Verizon \$0.002 per minute of use for dedicated trunk facilities provided by Verizon between the AWS

network and the Verizon switch for transport of Reciprocal Compensation Traffic delivered by AWS to Verizon. Such charge of \$0.002 per minute of use shall apply in lieu of monthly recurring charges for such dedicated trunk facilities (but not in lieu of non-recurring and service establishment charges for such dedicated trunk facilities, which non-recurring and service establishment charges shall continue to apply).

- 1.1.1.6 The rates provided for in Sections 1.1.1.1 and 1.1.1.5 above shall apply until such time as they are replaced prospectively by new rates as may be approved or allowed into effect from time to time by the Commission pursuant to FCC orders and the FCC Regulations, or by the FCC, subject to a stay or other order issued by any court of competent jurisdiction.
- 1.1.2 Reciprocal compensation shall not apply to traffic that is not subject to reciprocal compensation under Section 251(b)(5) of the Act.
- 1.1.3 "Internet Traffic" means any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission.
- 1.1.4 Reciprocal Compensation Traffic does not include any Internet Traffic. Local Traffic does not include any Internet Traffic. IntraMTA Traffic does not include any Internet Traffic.
- 1.1.5 Reciprocal compensation shall not apply to Internet Traffic. The Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of Internet Traffic shall be governed by the terms of the Order and other applicable FCC orders and FCC Regulations.
- 1.1.6 The determination of whether traffic is Reciprocal Compensation Traffic or Internet Traffic shall be performed in accordance with Paragraphs 8 and 79, and other applicable provisions, of the Order (including, but not limited to, in accordance with the rebuttable presumption established by the Order that traffic delivered to a carrier that exceeds a 3:1 ratio of terminating to originating traffic is Internet Traffic, and in accordance with the process established by the Order for rebutting such presumption before the Commission).
- 1.1.7 A Party shall not be obligated to pay any intercarrier compensation for Internet Traffic that is in excess of the intercarrier compensation

for Internet Traffic that such Party is required to pay under the Order and other applicable FCC orders and FCC Regulations.

2. Termination. Each Party shall have the right to terminate this Amendment by written notice to the other Party, if: (a) the Order is stayed or vacated in whole by the FCC or another governmental entity of competent jurisdiction; or, (b) the Order is stayed or vacated in part, or modified, by the FCC or another governmental entity of competent jurisdiction, in any way that is material to this Amendment (including, but not limited to, if there is a change in the intercarrier compensation rates for ISP-bound traffic, or in the “mirroring” rule). The termination shall be effective upon receipt of the notice of termination by the other Party. In the event of such termination of this Amendment, the language of the Agreement, on a prospective basis, effective with the effective date of the termination, shall revert to the language of the Agreement (including any other amendments to the Agreement entered into by the Parties on, before or after the Amendment Effective Date) as it would have existed if this Amendment had not been entered into by the Parties. The provisions of this Section 2 shall be in addition to and not in limitation of any other provisions of the Agreement (including, but not limited to, Section 25, “Compliance with Laws; Regulatory Approval”) that might apply if the Order is stayed, vacated or modified.

3. Scope of Amendment. Except to the extent set forth in Section 1 of this Amendment, the rates, charges and other provisions of the Agreement shall remain in full force and effect after the Amendment Effective Date. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement.

4. Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the rates, charges and other provisions of the Agreement to the extent necessary to give effect to the rates, charges and other provisions of this Amendment. In the event of a conflict between a rate, charge or other provision of this Amendment and a rate, charge or other provision of the Agreement, this Amendment shall govern.

5. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered by their duly authorized representatives as of the Amendment Effective Date.

AT&T Wireless Services, Inc.

Verizon New England Inc.,
d/b/a Verizon New Hampshire

By: Kurt Maass

By: Jeffrey A. Masoner

Printed: Kurt C. Maass

Printed: Jeffrey A. Masoner

Title: Vice President - Enterprise Support

Title: Vice-President - Interconnection Services Policy & Planning

ATTACHMENT 1

A. VERIZON SERVICES, FACILITIES, AND ARRANGEMENTS:

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
I. Reciprocal Compensation Traffic Termination¹		
Reciprocal Compensation Traffic Delivered at Verizon Interconnection Point	June 14, 2001 through December 13, 2001 -- \$0.0015 per minute of use December 14, 2001 through June 13, 2003 -- \$0.0010 per minute of use June 14, 2003 and thereafter -- \$0.0007 per minute of use	Not Applicable

¹ The charges for Reciprocal Compensation Traffic Termination set out in this Section A.I, "Reciprocal Compensation Traffic Termination," are adopted pursuant to Paragraphs 89 through 94 of the FCC's Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68 (4/18/01). The dates shown in this schedule are not intended to modify the term of the Agreement or to affect either Party's right to exercise any right of termination it may have under the Agreement.

B. AWS SERVICES, FACILITIES, AND ARRANGEMENTS:

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
I. Reciprocal Compensation Traffic Termination²		
Reciprocal Compensation Traffic Delivered at AWS Interconnection Point	June 14, 2001 through December 13, 2001 -- \$0.0015 per minute of use December 14, 2001 through June 13, 2003 -- \$0.0010 per minute of use June 14, 2003 and thereafter -- \$0.0007 per minute of use	Not Applicable

² The charges for Reciprocal Compensation Traffic Termination set out in this Section B.I, "Reciprocal Compensation Traffic Termination," are adopted pursuant to Paragraphs 89 through 94 of the FCC's Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68 (4/18/01). The charges for Reciprocal Compensation Traffic Termination set out in Section B.I are intended to be the same as the charges that Verizon bills to AWS for Reciprocal Compensation Traffic Termination set out in Section A.I. In the event of any change in the charges for Reciprocal Compensation Traffic Termination set out in Section A.I, the charges for Reciprocal Compensation Traffic Termination set out in Section B.I shall automatically change to be the same as the charges for Reciprocal Compensation Traffic Termination set out in Section A.I. The Reciprocal Compensation Traffic Termination per minute of use charge billed by AWS to Verizon shall not exceed the Reciprocal Compensation Traffic Termination per minute of use charge billed by Verizon to AWS. The dates shown in this schedule are not intended to modify the term of the Agreement or to affect either Party's right to exercise any right of termination it may have under the Agreement.