

**INTERCONNECTION AGREEMENT FOR BROADBAND COMMERCIAL
MOBILE RADIO SERVICE (CMRS) UNDER SECTIONS 251 AND 252 OF
THE TELECOMMUNICATIONS ACT OF 1996,**

Effective as of January 20, 2000,

by and between

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY,

d.b.a.

BELL ATLANTIC - NEW HAMPSHIRE,

CELLCO PARTNERSHIP,

d.b.a.

BELL ATLANTIC MOBILE,

and

NEW HAMPSHIRE RSA 2 PARTNERSHIP

for

NEW HAMPSHIRE

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INTERCONNECTION AGREEMENT FOR BROADBAND COMMERCIAL MOBILE RADIO SERVICE (CMRS) UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

THIS INTERCONNECTION AGREEMENT FOR BROADBAND COMMERCIAL MOBILE RADIO SERVICE (CMRS) under Sections 251 and 252 of the Telecommunications Act of 1996 (this "Agreement") is effective as of the 20th day of January, 2000 (the "Effective Date"), by and between Cellco Partnership, d.b.a. Bell Atlantic Mobile, a Delaware partnership with offices at 180 Washington Valley Road, Bedminster, New Jersey 07921 ("Cellco"), New Hampshire RSA 2 Partnership, a New Hampshire partnership with offices at 180 Washington Valley Road, Bedminster, New Jersey 07921 (RSA), Cellco and RSA collectively, (BAM) and New England Telephone and Telegraph Company, d.b.a. Bell Atlantic - New Hampshire, a New York corporation with offices at 185 Franklin Street, Boston, Massachusetts 02110 (BA), BAM and BA, each individually, a "Party" and, collectively, the "Parties").

WHEREAS, the Parties want to interconnect their networks at existing and future Points of Interconnection to permit origination and termination of calls by Customers of BA and BAM on each other's respective networks.

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks and provide access to network elements, ancillary services and other services as required by the Act and additional services as set forth herein.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BAM and BA hereby agree as follows:

Cellco *RSA*

1.0 DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below in this Section 1.0.

1.1 "Act" means the Communications Act of 1934, as amended, including 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 within its state of jurisdiction.

1.2 "Affiliate" is As Defined in the Act.

1.3 "Agreement" means this Interconnection Agreement under Sections 251 and 252 of the Act and all the Exhibits, Schedules, addenda, and attachments referenced herein and/or appended hereto.

1.4 "Ancillary Traffic" means all traffic that is destined for ancillary services, or that may have special billing requirements, including but not limited to the following: BLV/BLVI, Directory Assistance, 911/E911, Operator Services (IntraLATA call completion), IntraLATA third party, collect and calling card, toll free service access code (e.g., 800/888/877) database query, LIDB, and Information Services requiring special billing arrangements between the Parties.

1.5 "Applicable Laws" or "Applicable Law" means all laws, regulations, and orders applicable to each Party's performance of its obligations hereunder.

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

1.7 "As Described in the Act" means 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.

1.8 "Automatic Number Identification" or "ANI" means a Feature Group D signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party.

1.9 "BA IntraMTA Traffic" means traffic originated by a Customer of BA (for purposes of such traffic) on BA's network in an MTA and terminated to a CMRS Customer of BAM (for purposes of such traffic) on BAM's network in the same MTA. BA IntraMTA Traffic is BA Local Traffic. For purposes of determining terminating points of a call on BAM's network under this Agreement, the Parties will use the terminating cell site location as the point of call termination.

1.10 "BAM IntraMTA Traffic" means traffic originated by a CMRS Customer of BAM (for purposes of such traffic) on BAM's network in an MTA and terminated to a Customer of BA (for purposes of such traffic) on BA's network in the same MTA. BAM IntraMTA Traffic is BAM Local Traffic. For purposes of determining originating points of a call on BAM's network under this Agreement, the Parties will use the originating cell site location as the point of call origination. BA IntraMTA Traffic and BAM IntraMTA Traffic may be hereinafter referred to, each individually or collectively, as the case may be, as "IntraMTA Traffic."

1.11 "BA Local Traffic" means BA IntraMTA Traffic. BA Local Traffic does not include any Internet Traffic or BA Non-Local Traffic.

1.12 "BAM Local Traffic" means BAM IntraMTA Traffic. BAM Local Traffic does not include any Internet Traffic or BAM Non-Local Traffic. BA Local Traffic and BAM Local Traffic may be hereinafter referred to, each individually or collectively, as the case may be, as "Local Traffic."

1.13 "BA Non-Local Traffic" means BA Traffic that is not BA Local Traffic.

1.14 "BAM Non-Local Traffic" means BAM Traffic that is not BAM Local Traffic. BA Non-Local Traffic and BAM Non-Local Traffic may be hereinafter referred to, each individually or collectively, as the case may be, as "Non-Local Traffic."

1.15 The "BA Percentage Local Usage" or "BA PLU" is equal to the percentage (rounded to the nearest whole percentage point) of BA Traffic represented by BA Local Traffic.

1.16 The "BAM Percentage Local Usage" or "BAM PLU" is equal to the percentage (rounded to the nearest whole percentage point) of BAM Traffic represented by BAM Local Traffic. The BA PLU and the BAM PLU may be hereinafter referred to, each individually, as a "PLU."

1.17 "BA Traffic" means all of the traffic delivered by BA to BAM.

1.18 "BAM Traffic" means all of the traffic delivered by BAM to BA. BA Traffic and BAM Traffic may be hereinafter referred to, each individually and collectively, as the case may be, as "Traffic."

1.19 "Bellcore" means Telcordia Technologies, formerly known as Bellcore.

1.20 "Broadband Commercial Mobile Radio Service" or "Broadband CMRS" means Commercial Mobile Radio Service consisting of an interconnected two way, point-to-point, simultaneous full duplex wireless service offered for profit to the public or such classes of eligible users as to be effectively available to a substantial portion of the public but shall exclude paging service or other wireless services as may be determined by the

FCC or the Commission as being entitled to different termination compensation than Broadband CMRS. BAM is a Broadband CMRS provider. Hereinafter, references to CMRS or to Commercial Mobile Radio Service (except the respective definitions thereof) shall be deemed to refer to Broadband CMRS.

1.21 "Busy Line Verification" or "BLV" means an operator request for a status check on the line of a called party. The request is made by one Party's operator to an operator of the other Party. The verification of the status check is provided to the requesting operator.

1.22 "Busy Line Verification Interrupt" or "BLVI" means a service that may be requested and provided when Busy Line Verification has determined that a line is busy due to an ongoing call. BLVI is an operator interruption of that ongoing call to inform the called party that a calling party is seeking to complete his or her call to the called party.

1.23 "Calling Party Number" or "CPN" is a Common Channel Signaling parameter which refers to the number transmitted through a network identifying the calling Party.

1.24 "Central Office Switch" means a switch used to provide Telecommunications Services, including, but not limited to:

- (a) "End Office Switch" or "End Office" is a switching entity that is used to terminate Customer station Loops for the purpose of Interconnection to each other and to trunks;
- (b) "Mobile Switching Center" or "MSC" means a switching facility used by a CMRS provider to terminate Customer mobile wireless service.
- (c) "Tandem Office Switch" or "Tandem Office" or "Tandem Switch" or "Tandem" (which can be, without limitation, either an access Tandem Switch or local Tandem Switch as determined by BA and depicted in the National LERG), is a switching entity that has billing and recording capabilities and is used to connect and switch trunk circuits between and among End Office Switches and between and among End Office Switches and carriers' aggregation points, points of termination, or points of presence, and to provide Switched Exchange Access Services; and

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

1.25 "CLASS Features" means certain CCS-based features available to Customers including, but not limited to: Automatic Call Back; Call Trace; Caller Identification; Call Return and future CCS-based offerings.

1.26 "Commercial Mobile Radio Service" is As Defined in the Act and, for purposes of this Agreement, is also referred to as "CMRS".

1.27 "Commission" means the New Hampshire Public Utilities Commission.

1.28 "Common Channel Signaling" or "CCS" means 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.

1.29 "Competitive Local Exchange Carrier" or "CLEC" means any Local Exchange Carrier other than BA, operating as such in BA's certificated territory in New Hampshire.

1.30 "Customer" means a third-party subscriber to Telecommunications Services provided by a Party.

1.31 "Customer Proprietary Network Information" or "CPNI" is As Defined in the Act.

1.32 "Dialing Parity" is As Defined in the Act.

1.33 "Digital Signal Level" means one of several transmission rates in the time-division multiplex hierarchy.

(a) "Digital Signal Level 0" or "DS0" means the 64 Kbps zero-level signal in the time-division multiplex hierarchy.

(b) "Digital Signal Level 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy.

(c) "Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level in the time-division multiplex hierarchy.

1.34 "Exchange Access" is As Defined in the Act.

1.35 "Exchange Message Interface" or "EMI" means the standard used for exchange of telecommunications message information among Telecommunications Carriers for billable, non-billable, sample, settlement and study data. EMI format is contained in Bellcore Practice BR-010-200-010 CRIS Exchange Message Interface, a Bell Communications Research, Inc. ("Bellcore") document that defines industry standards for Exchange Message Interfaces.

1.36 "FCC" means the Federal Communications Commission.

1.37 "FCC Regulations" means Title 47 of the Code of Federal Regulations.

1.38 "Incumbent Local Exchange Carrier" or "ILEC" is As Defined in the Act. For purposes of this Agreement, BA is an Incumbent Local Exchange Carrier.

1.39 "Independent Telephone Company" or "ITC" means any entity other than BA which, with respect to its operations within New Hampshire, is an Incumbent Local Exchange Carrier.

1.40 "Information Services" is As Defined in the Act.

1.41 "Inside Wire" or "Inside Wiring" means all wire, cable, terminals, hardware, and other equipment or material on the Customer's side of the Rate Demarcation Point.

1.42 "Interconnection" is As Described in the Act, and means the connection of separate pieces of equipment or transmission facilities within, between, or among networks for the purpose of transmission and routing of Telecommunications Service traffic and Exchange Access traffic.

1.43 "Interconnection Point" or "IP" means the point at which a Party who receives traffic originating on the network of the other Party assesses Reciprocal Compensation charges for the further transport and termination of that traffic."

1.44 "Interconnection Trunk" means the trunk group used to connect one Party's network with the other Party's network for the purposes of exchanging Telecommunications traffic.

1.45 "Interexchange Carrier" or "IXC" means a carrier that provides, directly or indirectly, InterLATA or IntraLATA Telephone Toll Services.

1.46 "InterLATA" is As Defined in the Act.

1.47 "InterMTA Traffic" means traffic originated by a Customer of one Party (for purposes of such traffic) on that Party's network in one MTA and terminated to a Customer of the other Party (for purposes of such traffic) on that Party's network in another MTA.

1.48 "Internet Traffic" means any traffic that is transmitted or returned from the Internet at any point during the duration of the transmission.

1.49 "IntraLATA Toll Traffic" means intraLATA traffic that is not defined as Local Traffic in this Agreement.

1.50 "Line Side" means an End Office Switch connection that provides transmission, switching and optional features suitable for Customer connection to the public switched network, including loop start supervision, ground start supervision, and signaling for basic rate ISDN service.

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

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

1.53 "Major Trading Area" or "MTA" is defined in 47 C.F.R. paragraph 24.102.

1.54 "Network Element" is As Defined in the Act.

1.55 "North American Numbering Plan" or "NANP" means the numbering plan used in the United States, Canada, Bermuda, Puerto Rico and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code) followed by a 3-digit NXX code and 4-digit line number.

1.56 "Numbering Plan Area" or "NPA" is also sometimes referred to as an area code. There are two general categories of NPAs "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code", is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 800, 900, 700, 500 and 888 are examples of Non-Geographic NPAs.

1.57 "NXX" or "NXX Code" means the three-digit switch entity indicator (i.e., the first three digits of a seven digit telephone number).

1.58 "Percent Interstate Usage" or "PIU" means a factor that distinguishes the interstate portion of minutes from the intrastate portion of minutes of traffic exchanged via traffic exchange trunks. PIU is a whole number developed through consideration of every call in which the calling and called party are not located within the same state. PIU is applied after the PLU to traffic for jurisdictional separation of traffic.

1.59 "Point of Interconnection" or "POI" means the physical location where the originating Party's facilities physically interconnect with the terminating Party's facilities for the purpose of exchanging traffic.

1.60 "Rate Center" or "Rate Center Area" or "Exchange Area" means the geographic area that has been identified by a given LEC as being associated with a particular NPA-NXX code which has been assigned to the LEC for its provision of Telephone Exchange Services. The Rate Center Area is the exclusive geographic area

which the LEC has identified as the area within which it will provide Telephone Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center Area.

1.61 "Rate Center Point" is the finite geographic point identified by a specific V&H coordinate (as defined in Bellcore Special Report SR-TSV-002275), located within the Rate Center Area and used by that LEC to measure distance for the purpose of billing Customers for distance sensitive Telephone Exchange Services and Toll Traffic.

1.62 "Rate Demarcation Point" means the point where network access recurring charges and BA responsibility stop and beyond which Customer responsibility begins, determined in accordance with Applicable Law.

1.63 "Rating Point" or "Routing Point" means a specific geographic point identified by a specific V&H coordinate. The Rating Point is used to route inbound traffic to specified NPA-NXXs and to calculate mileage measurements for the distance-sensitive transport charges of switched access services. Pursuant to . Bellcore Practice BR 795-100-100 (the "Bellcore Practice"), the Rating Point may be an End Office location or a "LEC Consortium Point of Interconnection." Pursuant to that same Bellcore Practice, each "LEC Consortium Point of Interconnection" shall be designated by a common language location identifier ("CLLI") code with (x)KD in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The Rating Point must be located within the LATA in which the corresponding NPA-NXX is located. However, the Rating Point associated with each NPA-NXX need not be the same as the corresponding Rate Center Point, nor must it be located within the corresponding Rate Center Area, nor must there be a unique and separate Rating Point corresponding to each unique and separate Rate Center.

1.64 "Reciprocal Compensation" is As Described in the Act, and refers to the compensation arrangements (set forth in subsection 5.5 of this Agreement) that recover costs incurred for the transport and termination of Local Traffic originating on one Party's network and terminating on the other Party's network.

1.65 "Service Control Point" or "SCP" means a node in the Common Channel Signaling network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from a service switching point and via a Signaling Transfer Point, performs subscriber or application-specific service logic, and then sends instructions back to the service switching point on how to continue call processing.

1.66 "Signaling Point of Interface" or "SPOI" means one Party's location in the same LATA as the other Party's STP where SS7 signaling information is exchanged between BA and BAM.

1.67 "Signaling Transfer Point" or "STP" means a specialized switch that provides SS7 network access and performs SS7 message routing and screening.

1.68 "Switched Access Detail Usage Data" means a category 1101XX record as defined in the EMI Bellcore Practice BR-010-200-100.

1.69 "Switched Exchange Access Service" means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll Service. Switched Exchange Access Services include but may not be limited to: Feature Group A, Feature Group B, Feature Group D, 700 access, toll free service access code (e.g., 800/888/877), and 900 access.

1.70 "Tariff" means any applicable federal or state tariff of a Party, or standard agreement or other document that sets forth the generally available terms and conditions, each as may be amended by the Party from time to time, under which a Party offers a particular service, facility, or arrangement.

1.71 "Technically Feasible Point" is As Described in the Act.

1.72 "Telecommunications" is As Defined in the Act.

1.73 "Telecommunications Carrier" is As Defined in the Act.

1.74 "Telecommunications Service" is As Defined in the Act.

1.75 "Telephone Exchange Service", sometimes also referred to as "Exchange Service", is As Defined in the Act.

1.76 "Telephone Toll Service" means telephone service between stations in different exchange areas for which there is made a separate charge not included in contracts with subscribers for Exchange Service.

1.77 "Toll Traffic" means traffic that is originated by a Customer of one Party on that Party's network and terminates to a Customer of the other Party on that Party's network and is not Local Traffic. Toll Traffic may be either "IntraLATA Toll Traffic" or "InterLATA Toll Traffic," depending on whether the originating and terminating points are within the same LATA.

1.78 "Transactions Capabilities Application Party" or "TCAP" Messages provide for transfer of non-circuit related information between signaling points.

1.79 "Transit Traffic" or "Tandem Transit Traffic" means Telecommunications Service traffic that originates on BAM's network, and is transported through a BA Tandem to the Central Office of a CLEC, ITC, Commercial Mobile Radio Service ("CMRS") carrier, or other LEC, that subtends the relevant BA Tandem to which BAM

delivers such traffic. Pursuant to Section 6.1.6, Transit Traffic may also mean Telephone Exchange Service traffic that originates on BA's network, and is transported through a BAM Tandem to the Central Office of a CLEC, ITC, CMRS carrier, or other LEC, that subtends the relevant BAM Tandem to which BA delivers such traffic. Subtending Central Offices shall be determined in accordance with and as identified in the Local Exchange Routing Guide ("LERG"). Switched Exchange Access Service traffic is not Tandem Transit Traffic.

1.80 "Trunk Side" means a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity (e.g., another carrier's network). Trunk Side connections offer those transmission and signaling features appropriate for the connection of switching entities.

1.81 "Type 1 Interconnection" means Interconnection Trunks that interconnect BAM's POI to a BA End Office Switch, for the transmission and routing of terminating traffic between parties including, but not limited to, intraLATA and interLATA untranslated toll free service access code (e.g., 800/888/877) traffic, Operator Service traffic, Directory Assistance traffic, and 900, 976, 700, 500 and 911 traffic. Type 1 Interconnection is technically defined in Bellcore Technical Reference GR-145-Core, Issue 2, May 1998, as in effect from time to time (or any successor thereto).

1.82 "Type 2A Interconnection" means Interconnection Trunks that interconnect BAMs POI to a BA Tandem Switch, permitting BAM access to other BA Central Office Switches subtending that Tandem Switch. Type 2A Interconnection is technically defined in Bellcore Technical Reference GR-145-Core, Issue 2, May 1998, as in effect from time to time (or any successor thereto).

1.83 "Type 2B Interconnection" or "Type 2B Trunks" means Connecting Circuits that interconnect BAM's IP to a BA End Office Switch. Through this interface BAM can establish connections only to those telephone numbers served by that End Office Switch. Provided where technically available.

1.84 "Type 2C Interconnection" means Interconnection Trunks that interconnect BAM's POI to the BA 911 Tandem Offices within a LATA for provision of 911/E911 services and for access to all subtending Public Safety Answering Points (PSAPs). Type 2C Interconnection is technically defined in Bellcore Technical Reference GR-145-Core, Issue 1, March 1996, as in effect from time to time (or any successor thereto). Additional technical Interconnection specifications to accommodate FCC requirements for Phase I and II for calling party location determination and delivery of the Mobile Directory Number to the PSAP may be found in TR45 J-STD-034 and TR45 PN-3890, respectively, as each is in effect from time to time (or any successor thereto).

1.85 "Type 2D Interconnection" means Interconnection Trunks that interconnect BAM's POI to a BA operator services switch. Type 2D Interconnection is technically defined in Telcordia Technologies's Technical Reference GR-145-Core,

Issue 2, May 1998, as in effect from time to time (or any successor thereto).

1.86 "Type S Interconnection Facility" means a dedicated 56 Kbps SS7 signaling link connection between one Party's SPOI and an STP port of the other Party that serves the Tandem to which the one Party is interconnected within the same LATA. The exchange of signaling information may be between both Parties, or between BAM and a designated Interexchange Carrier or other Cellular Mobile Carrier via BA's STP(s).

1.87 "Wire Center" means a building, or portion thereof in which a Party has the exclusive right of occupancy and which serves as Routing Point for Switched Exchange Access Service.

2.0 INTERPRETATION AND CONSTRUCTION

2.1 All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless otherwise expressly stated. The headings of the Sections, the title, recitals and introduction of this Agreement, and the terms are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement. Unless expressly stated otherwise, any reference to any agreement, other instrument (including BA or other third party offerings, guides or practices), statute, regulation, rule or Tariff is for convenience of reference only and is not intended to be a part of or to affect the meaning of such 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).

2.2 Subject to the terms set forth in Exhibit A regarding rates and charges, BA hereby incorporates by reference those provisions of its Tariffs that govern the provision of any of the services or facilities provided hereunder. If any provision of this Agreement and an applicable Tariff cannot reasonably be construed or interpreted to avoid conflict, the provision contained in this Agreement shall prevail. If any provision contained in this main body of the Agreement and any Schedule or Exhibit hereto cannot reasonably be construed or interpreted to avoid conflict, the provision contained in this main body of the Agreement shall prevail. The fact that a condition, right, obligation, or other term appears in this Agreement but not in any such Tariff or in any such Tariff but not in this Agreement shall not be interpreted as, or be deemed grounds for finding, a conflict for purposes of this Section 2.

3.0 SCOPE

This Agreement is intended to describe and enable specific Interconnection and arrangements between the Parties for the exchange between the Parties of CMRS Traffic (as such term is hereinafter defined) and not for the exchange between the Parties of any traffic that is not CMRS Traffic. Any reference in this Agreement to traffic shall be deemed to be a reference to CMRS Traffic (as such term is hereinafter

defined). The term "CMRS Traffic" means telecommunications traffic transmitted over a radio frequency and originated by, or terminated to, Customers of a carrier that purchase Broadband CMRS service from such carrier in order to originate or terminate, as the case may be, such traffic. This Agreement does not obligate either Party to provide arrangements not specifically provided for herein. BA and BAM agree that this Agreement, if performed by BA, is satisfactory to them as an agreement under the Act for the term of this agreement with respect to those obligations addressed hereunder. BAM represents that it is a CMRS provider.

4.0 INTERCONNECTION ARRANGEMENTS

4.1 Description of Arrangements

This Agreement provides for the provision and maintenance of the following Interconnection arrangements between the networks of BAM and BA:

4.1.1 Description. Both Parties will interconnect their respective networks based upon a Type 2 Interconnection service (using a Type 2A, 2B and/or Type 2C Interconnection service) and/or, subject to Section 4.1.1(d) of this Agreement, a Type 1 Interconnection service, in each case where available and in accordance with and subject to applicable BA Tariffs as currently in effect and as may be amended from time to time.

(a) Type 2A Interconnection arrangements provide Trunk Side connections to BA Tandems. Under a Type 2A Interconnection arrangement, the wireless carrier's, MSC functions like a Central Office Switch and the Type 2A Interconnection facility acts like an interoffice trunk. Type 2A Interconnection may be used to access valid NXX codes within the LATA. Type 2A Interconnection is normally provisioned with a dedicated NXX code (10,000 numbers) and is provisioned through a digital interface.

(b) Type 2B Interconnection arrangements provide trunkside connections to BA end offices. Under a Type 2B arrangement the wireless carrier's Mobile Switching Center (MSC) functions like a Central Office and the Type 2B Interconnection facility acts like an interoffice trunk. Type 2B interconnection may be used to access valid NXX codes at the End Office.

(c) Type 2C Interconnection arrangements provide Trunk Side connections to a BA 911 Tandem Office. Under a Type 2C Interconnection arrangement, the wireless carrier's MSC functions as a Central Office Switch and the Type 2C Interconnection facility serves as an interoffice trunk. Wireless carriers required to meet FCC requirements for location determination and delivery of the Mobile Directory Number to the PSAP, and using a Call Associated Signaling (CAS) architecture, must forward this information over a dedicated (MSC to E911 Tandem) Integrated Services Digital Network User Part (ISUP) trunk (SS7 signaling).

(d) On an interim basis until such time as BA offers Type 2D Interconnection, BAM may utilize Type 1 Interconnection service to reach local operator service (0- & 0+). Type 1 Interconnection is provided from suitably equipped electronic end offices and consists of an analog or digital facility arranged for two-way service operation and an associated end office connection which switches messages to and from the facility. A group of seven digit numbers assigned by BA are associated with the end office providing the service. Type 1 Interconnection is normally provisioned with blocks of either 100 or 1000 numbers and is provisioned through a digital interface. Where feasible, BA and BAM will use commercially reasonable efforts to reconfigure their networks to replace Type 1 interconnection with Type 2 interconnection for all types traffic.

4.1.2 In accordance with the applicable BA Tariffs, Type 2A Interconnection may have access to a Feature Group D ("FGD") trunk group or groups at access Tandem switches designated by BA where interLATA Feature Group D switching is provided.

4.1.3 Type 2A, Type 2B, Type 2C and Type 1 Interconnection services are provided as Trunk Side switching through the use of the applicable Tandem (in the case of Type 2A Interconnection), the applicable E911 end office performing a Tandem function (in the case of Type 2C Interconnection) or the applicable end office (in the case of Type 1 or Type 2B Interconnection) switch trunk equipment with, in the case of Type 2A and 2C Interconnection, Multi-frequency ("MF") and/or Signaling System Seven ("SS7") address signaling in both the originating and terminating directions, and in the case of Type 1 Interconnection, with MF address signaling in both the originating and terminating directions.

4.2 Interconnection Points

Each Party shall establish Interconnection Points ("IPs") at the available locations designated in Schedule 4.1. The mutually agreed-upon IPs on the BAM network from which BAM will provide transport and termination of traffic to its Customers shall be designated as the BAM Interconnection Points ("BAM-IPs"). The mutually agreed-upon IPs on the BA network from which BA will provide transport and termination of traffic to its Customers shall be designated as the BA Interconnection Point(s) ("BA-IP(s)"); provided that such BA-IP(s) shall be either the BA terminating End Office serving the BA Customer or the BA Tandem subtended by the terminating End Office serving the BA Customer. Each Party is responsible for delivering its terminating traffic to the other Party's relevant IP.

4.2.1 Each Party shall make available at least one designated IP in each LATA in which it has Customers, as designated in Schedule 4.2, provided however, that BAM shall be responsible for delivering its terminating traffic to, at a minimum, each BA Tandem in each LATA in which BAM has Customers. Any additional traffic that is not covered in Schedule 4.2 shall be subject to separate negotiations between the Parties,

except that either Party may deliver traffic of any type or character to the other Party for termination as long as the delivering Party pays the receiving Party's then current tariffed Switched Exchange Access rates applicable to such traffic; *provided, however*, that the Parties shall not charge each other for the origination, delivery, transport or termination of Internet traffic.

4.2.2 As and to the extent required by Section 251 of the Act, the Parties shall provide Interconnection of their networks at any technically feasible point. To the extent the originating Party's POI is not located at the terminating Party's relevant IP, the originating Party is responsible for transporting its traffic from its POI to the terminating Party's relevant IP.

4.2.3 In the event either Party fails to make available a geographically relevant End Office or functional equivalent as an IP and POI on its network, the other Party may, at any time, request that the first Party establish such additional technically feasible point as an IP and/or POI. A "geographically relevant" IP shall mean an IP that is located within the BA local calling area of equivalent BA end user Customers, but no greater than twenty five (25) miles from the BA Rate Center Point of the BA NXX serving the equivalent relevant end user Customers, or, with the mutual agreement of the Parties, an existing and currently utilized IP within the LATA but outside the foregoing BA local calling area and/or twenty five (25) mile radius. "Equivalent" customers shall mean customers served by either Party and which are assigned telephone numbers in the same Rate Center. If after thirty (30) days following said request such geographically relevant handoffs have not been made available by BAM, BAM shall bill and BA shall pay only the End Office Reciprocal Compensation rate for the relevant NXX traffic less BA's transport rate from BA's originating End Office to the BAM-IP.

4.2.4 The Parties shall configure separate one-way trunk groups for traffic from BAM to BA, and for traffic from BA to BAM, respectively; however, either Party may at its discretion request that the trunk groups shall be equipped as two-way trunks for testing purposes. When BA is able to measure the amount of traffic delivered by BAM to BA and thereafter, the Parties may also configure two-way trunk groups for the delivery of traffic by BAM to BA and by BA to BAM.

4.3 Signaling

Each Party will provide the other Party with access to its databases and associated signaling necessary for the routing and completion of the other Party's traffic in accordance with the provisions contained in Section 8.

5.0 COMPENSATION ARRANGEMENTS

5.1 Description. The initial PLU factor of each Party is set forth in Schedule 5.6 attached hereto and the initial PIU factor of each Party is set forth in Schedule 5.6 attached hereto. The factors will be applied as follows:

First, the total minutes of use of Traffic originated on one Party's network and terminated on the other Party's network shall be multiplied by the PLU factor of the originating Party to obtain the total minutes of use of Local Traffic originated by the originating Party. Second, the total minutes of use of Non-Local Traffic originated on one Party's network and terminated on the other Party's network shall be multiplied by the PIU factor of the originating Party for application and billing of interstate and intrastate access charges, as appropriate and subject to Section 4.2.1 of this Agreement.

5.2 Measurement and Billing

5.2.1 A Party may update its PLU and PIU factors on the first day of April 2000 and on the first day of each six-month period thereafter. Any change to a Party's PLU and PIU factors effected by such Party shall be based on the most accurate methods in the Party's possession to measure the types of Traffic originated by the Party during the six-month period immediately preceding the date of such change. For a change to a Party's PLU and PIU factors to be effective beginning in a particular six-month period, such Party shall deliver written notice of the change to the other Party on one of the first ten (10) business days of such six-month period. A Party may audit the other Party's changed PLU and PIU factors once, and the other Party shall provide the auditing Party with such assistance and amounts of information as the auditing Party may reasonably need to perform such an audit. A Party may also change the other Party's PLU and PIU factors on the first day of April 2000 and on the first day of each six-month period thereafter. A Party seeking to change the other Party's PLU and PIU factors shall make such change based on the most accurate methods in the changing Party's possession to measure the types of Traffic originated by the other Party during the six-month period immediately preceding the date of such change, and the other Party shall provide the changing Party with such assistance and amounts of information as the changing Party may reasonably need to measure the types of Traffic originated by the other Party.

5.2.2. Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds. All billing shall be aggregated within the categories of IntraMTA Traffic and InterMTA Traffic (including both interstate and intrastate InterMTA Traffic), and then rounded up to the next whole minute. Measurement of billing minutes for originating toll free service access code (e.g., 800/888/877) calls shall be in accordance with applicable Tariffs.

5.2.3 With respect to IntraMTA Traffic originating in one state and terminating outside such state, the rates applicable to such traffic shall be the rates applicable in the

state in which the traffic terminates.

5.2.4 When delivering IXC traffic, unless mutually agreed to by both Parties, each Party will send a Carrier Identification Code and outpulse ten (10) digits to the other Party.

5.2.5 In the event that the traffic volume that is transported between any BAM Central Office Switch and a BA End Office and which transits a BA Tandem that is subtended by such End Office exceeds the CCS busy hour equivalent of one DS1 consistently during any two (2) months in any three (3)-month period, the originating Party will establish new Type 2B Interconnection direct trunk groups (set forth in subsection 4.1.1 but only if the necessary central office facilities and software are available) to the applicable End Office consistent with the grade of service and quality parameters set forth in the Joint Process. In exchange for BAM's agreement to the other terms and provisions of this Section 5.2.5 and to the Reciprocal Compensation arrangements set forth in this Agreement, BA agrees that it will not charge BAM any recurring charges for Type 2B Interconnection direct trunk groups other than any charges for such trunks that are included in the Reciprocal Compensation rates set forth in this Agreement.

5.2.6 Each Party will use commercially reasonable efforts to monitor its trunk groups and to augment those groups using generally accepted trunk engineering standards so as to not exceed blocking objectives. Each Party agrees to use modular trunk engineering techniques where practical.

5.3 Switching System Hierarchy and Trunking Requirements

For purposes of routing BAM traffic to BA, the subtending arrangements between BA Tandem Switches and BA End Office Switches shall be the same as the Tandem/End Office subtending arrangements BA maintains for the routing of its own or other carriers' traffic. For purposes of routing BA traffic to BAM, the subtending arrangements between BAM Tandem Switches (or functional equivalent) and BAM End Office Switches (or functional equivalent) shall be the same as the Tandem/End Office subtending arrangements (or functional equivalent) which BAM maintains for the routing of its own or other carriers' traffic.

5.4 Grades of Service

The Parties shall engineer and shall jointly monitor and enhance all trunk groups consistent with the Joint Process as set forth in Section 11.

5.5 Reciprocal Compensation Arrangements

5.5.1 The Parties shall compensate each other for the transport and termination of Local Traffic over the terminating carrier's switch in accordance with Section 251(b)(5) of the Act at the rates provided in the Detailed Schedule of Itemized Charges (Exhibit A

hereto), as may be amended from time to time in accordance with Exhibit A and Section 14.0 or, if not set forth therein, in the applicable BA Tariff(s). These rates are to be applied at the BAM-IP for traffic delivered by BA, and at the BA-IP for traffic delivered by BAM. No additional charges shall apply for the termination of such Local Traffic delivered to the BA-IP or the BAM-IP by the other Party, except as set forth in Exhibit A. When such Local Traffic is terminated over the same trunks as Toll Traffic, any applicable access charges related to the delivery of Toll Traffic from the IP to an end user shall be prorated to be applied only to the Toll Traffic. The designation of traffic as Local Traffic for purposes of Reciprocal Compensation shall be based on the actual originating and terminating points of the complete end-to-end communication.

5.5.2 Transport and termination of the following types of traffic shall not be subject to the Reciprocal Compensation arrangements set forth in this subsection 5.5, but instead shall be treated as described or referenced below:

- (a) Local Traffic originating with a third carrier and delivered by BA to BAM shall be treated as Tandem Transit Service under Section 6.1.
- (b) For any traffic originating with a third carrier and delivered by BAM to BA, BAM shall pay BA the same amount that such third carrier would have been obligated to pay BA for termination of that traffic at the location the traffic is delivered to BA by BAM.
- (c) No Reciprocal Compensation shall apply to Internet Traffic.
- (d) No Reciprocal Compensation shall apply to special access, private line, or any other traffic that is not switched by the terminating Party.
- (e) Any other traffic not specifically addressed in this Section 5.3 shall be treated as provided elsewhere in this Agreement, or if not so provided, as required by the applicable Tariff of the Party transporting and/or terminating traffic.

5.5.3 Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make calls which that Party rates as "local" in its Customer Tariffs.

5.5.4 Each Party reserves the right to audit all traffic, up to a maximum of two (2) audits per calendar year, to ensure that rates are being applied appropriately; provided, however that either Party shall have the right to conduct additional audit(s) if the preceding audit disclosed material errors or discrepancies. Each Party agrees to provide the necessary traffic data in conjunction with any such audit in a timely manner.

5.6 BAM shall pay all nonrecurring and service establishment charges and recurring charges, if any, associated with Interconnection Trunks as set forth in

applicable BA Tariffs. BA shall determine the engineering blocking criteria and required trunking to serve BAM's traffic requirements, *provided, however*, that the Type 2A Interconnection arrangements shall be engineered to the objective of B.01 grade of service set forth in the Neal-Wilkenson table.

5.7 Each Party will bill the other Party for terminating intra-LATA Non-Local Traffic at the appropriate intrastate access Tariff rate in effect at the time. Non-Local Traffic originated by BAM will be handed off to BA in the LATA in which the call is terminated. Non-Local Traffic originated by BA will be handed off to BAM in the LATA in which the call is originated.

5.8 A Party may use its Time of Day rates or Composite rates, as set forth in Exhibit A attached hereto, to bill the other Party for Reciprocal Compensation. Each Composite rate represents the average of corresponding Time of Day rates, weighted based on the relative amounts of Traffic terminated by the billing Party at the applicable times over the course of a calendar month. A Party may request that the other Party's Composite rates be recalculated effective on a particular date and based on Traffic terminated by the other Party during the thirty (30) days immediately preceding such date upon thirty (30) days advance written notice. Upon the other Party's receipt of such a notice, the other Party shall provide the requesting Party with such information as the requesting Party may reasonably need in order to recalculate the other Party's Composite rates within ten (10) days and the Parties shall recalculate the other Party's Composite rates.

6.0 TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC

6.1 Tandem Transit Traffic Service ("Transit Service")

6.1.1 Transit Service provides BAM with the transport of Tandem Transit Traffic as provided below. Neither the originating nor terminating Customer is a Customer of BA.

6.1.2 Transit Traffic may be routed over the appropriate traffic exchange trunks described in Section 4. BAM shall deliver each Transit Traffic call to BA with CCS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability of those CLASS Features supported by BA and billing functions. In all cases, each Party shall follow the Exchange Message Interface ("EMI") standard and will exchange records with the other Party.

6.1.3 BAM shall exercise its best efforts to enter into a reciprocal Telephone Exchange Service traffic arrangement (either via written agreement or mutual Tariffs) with any other CLEC, ITC, CMRS carrier, or other LEC to which it terminates Telephone Exchange Service traffic that transits BA facilities. If BAM does not enter into and provide notice to BA of the above referenced arrangement within one hundred eighty (180) days of the initial traffic exchange with relevant third party carriers, then BA may, at its sole discretion, terminate Transit Service at anytime upon thirty (30) day's written

notice to BAM.

6.1.4 BAM shall pay BA for Transit Service that BAM originates at the rate specified in Exhibit A, plus any additional charges or costs the terminating CLEC, ITC, BAM carrier, or other LEC, imposes or levies on BA for the delivery or termination of such traffic, including any Switched Exchange Access Service charges.

6.1.5. BA shall not be obligated to provide Tandem Transit Traffic Service for Tandem Transit Traffic between BAM and any individual carrier that exceeds one (1) DS1 level volume of calls during any two (2) months in any three (3)-month period.

6.1.6 If or when a third party carrier's Central Office subtends a BAM Central Office, then BAM shall offer to BA a service arrangement equivalent or the same as Transit Service provided by BA to BAM as defined in this Section 6.1 such that BA may terminate calls to a Central Office of another CLEC, ITC, BAM carrier, or other LEC, that subtends a BAM Central Office ("Reciprocal Transit Service"). BAM shall offer such Reciprocal Transit Service arrangements under terms and conditions no less favorable than those provided in this Section 6.1.

6.1.7 Neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal traffic exchange agreement with any carrier to which it originates, or from which it terminates, traffic.

6.2 911/E911 Arrangements

6.2.1 BAM may, at its option, interconnect to the BA 911/E911 selective routers or 911 Tandem offices, as appropriate, that serve the areas in which BAM provides CMRS, for the provision of 911/E911 services and for access to all subtending Public Safety Answering Points ("PSAP"). In such situations, BA will provide BAM with the appropriate CLLI codes and specifications of the Tandem Office serving area. In areas where E911 is not available, BAM and BA will negotiate arrangements to connect BAM to the 911 service.

6.2.2 Path and route diverse interconnections for 911/E911 services shall be made at the BAM-IP, the BA-IP, or other points as necessary and mutually agreed, and as required by Applicable Law. BA shall determine the size and number of trunk groups between BA Tandems and subtending PSAPs.

6.2.3 BA will provide BAM, at no charge, with an electronic interface through which BAM shall input and provide a daily update of 911/E911 database information related to appropriate BAM Customers. BA will provide BAM, as permitted by the Commission and at no charge, with the Master Street Address Guide ("MSAG") so that BAM can ensure the accuracy of the data transfer. Additionally, BA shall assist BAM in identifying the appropriate person in each municipality for the purpose of obtaining the ten-digit Subscriber number of each PSAP.

6.2.4 BA and BAM will use their commercially reasonable efforts to facilitate the prompt, robust, reliable and efficient Interconnection of BAM systems to the 911/E911 platforms.

6.2.5 BA and BAM will work cooperatively to arrange meetings with PSAPs to answer any technical questions the PSAPs, or county or municipal coordinators, may have regarding the 911/E911 arrangements.

6.2.6 BAM will compensate BA for connections to its 911/E911 platforms pursuant to Exhibit A.

6.2.7 BAM will comply with all applicable rules and regulations pertaining to the provision of 911/E911 services in New Hampshire.

6.3 Switched Access Detail Usage Data

Upon request, and where available, BA shall provide BAM with switched access detail usage data on magnetic tape or via such other media as the Parties may agree to, at intervals agreed to by the Parties at rates as provided in Exhibit A.

7.0 Directory Services Arrangements

In accordance with the terms set forth herein, but, notwithstanding anything else set forth in this Agreement, in accordance with but only to the extent required by Applicable Law, BA will provide directory services to BAM, upon request, *provided, however,* that, subject to the mutual agreement of the Parties, BA may provide directory services to BAM without regard to the requirements of Applicable Law. In this Section 7, references to an BAM Customer's "primary listing" shall mean such Customer's primary name, address, and telephone number, which number falls within the NXX codes directly assigned to BAM or is retained by BAM on the Customer's behalf pursuant to Number Portability arrangements with BA or any other carrier within the geographic area covered in the relevant BA directory.

7.1 Directory Listings and Directory Distributions

7.1.1 Subject to Section 7.0, BA will include the BAM Customer's primary listing in the appropriate "White Pages" directories (residence and business listings) and "Yellow Pages" directories (business listings), as well as in any electronic directories in which BA's own Customers are ordinarily included, and directory assistance databases, and will distribute such directories to such Customers in an identical manner in which it provides those functions for its own Customers. Listings of BAM's Customers will be interfiled with listings of BA's Customers and the Customers of other LECs included in the BA directories. Where required, BAM will pay BA the charge(s) set forth in Exhibit A for providing such service for each BAM Customer's primary listing. BAM will also pay BA's

Tariffed charges, as the case may be, for additional and foreign white page listings and other white pages services for BAM's Customers. BA will not require a minimum number of listings per order.

7.1.2 Subject to Section 7.0, upon request by BAM, BA will make available to BAM a directory list of relevant NXX codes, the close dates, publishing data, yellow page headings and call guide close dates on the same basis as such information is provided to BA's own business offices.

7.1.3 BAM shall provide BA with daily listing information on all new BAM Customers in the format required by BA or a mutually-agreed upon industry standard format, at no charge. The information shall include the Customer's name, address, telephone number, the delivery address and number of directories to be delivered, and, in the case of a business listing, the primary business heading under which the business Customer desires to be placed, and any other information necessary for the publication and delivery of directories. BAM will also provide BA with daily listing information showing Customers that have disconnected or terminated their service with BAM. BA will promptly provide BAM with confirmation of listing order activity, either through a verification report or a query on any listing that was not acceptable.

7.1.4 Both Parties shall use commercially reasonable efforts to ensure the accurate listing of BAM Customer listings. BA will provide BAM with a report of all BAM Customer listings ninety (90) days prior to the service order close date for that directory. BA will process any corrections made by BAM with respect to its listings, provided such corrections are received prior to the close date of the particular directory. BA will provide appropriate advance notice of applicable close dates.

7.1.5 BAM will adhere to all practices, standards, and ethical requirements of BA with regard to listings, and, by providing BA with listing information, warrants to BA that BAM has the right to place such listings on behalf of its Customers. BA will provide BAM, upon request, a copy of the BA listings standards and specifications manual. BAM agrees that it will undertake commercially practicable and reasonable steps to attempt to ensure that any business or person to be listed is authorized and has the right (a) to provide the product or service offered, and (b) to use any personal or corporate name, trade name or language used in the listing. In addition, BAM agrees to release, defend, hold harmless and indemnify BA from and against any and all claims, losses, damages, suits, or other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of BA's listing of the listing information provided by BAM hereunder.

7.1.6 BA's liability to BAM in the event of a BA error in or omission of a listing shall not exceed the amount of charges actually paid by BAM for such listing. In addition, BAM agrees to take, with respect to its own Customers, all reasonable steps to ensure that its and BA's liability to BAM's Customers in the event of a BA error in or

omission of a listing shall be subject to the same limitations that BA's liability to its own Customers are subject to.

7.2 Service Information Pages

If and, only to the extent required by, Applicable Law, BA will include all BAM NXX codes associated with the areas to which each directory pertains, to the extent it does so for BA's own NXX codes, in any lists of such codes that are contained in the general reference portions of the directories. BAM's NXX codes shall appear in such lists in the same manner as BA's NXX information. In addition, if and, only to the extent required by, Applicable Law, when BAM is authorized to, and is offering, local service to end-users located within the geographic region covered by a specific directory, at BAM's request, BA will include in the "Customer Guide" or comparable section of the applicable white pages directories listings provided by BAM for BAM's installation, repair and Customer service and other essential local service oriented information, as agreed by the Parties, including appropriate identifying logo. Such listings shall appear in the manner agreed to by the Parties. BAM will be responsible for providing the necessary information to BA by the applicable close date for the particular directory. BA will provide BAM with the close dates and reasonable notice of any changes in said dates. BA shall not charge BAM for inclusion of this essential local service-oriented information, but reserves the right to impose charges on other information BAM may elect to submit and BA may elect to accept for inclusion in BA's white pages directories.

7.3 Yellow Pages Maintenance

The Parties agree to work cooperatively to ensure that Yellow Page advertisements purchased by Customers that switch their service to BAM (including Customers utilizing BAM-assigned telephone numbers and BAM Customers utilizing Number Portability) are maintained without interruption. BA will offer Yellow Pages services to BAM Customers on the same basis as they are offered to BA Customers

8.0 DATABASES AND SIGNALING.

8.1 Each Party shall provide the other Party with access to databases and associated signaling necessary for call routing and completion by providing SS7 Signaling utilizing Type S Interconnection pursuant to, and in accordance with existing Tariffs and Interconnection, and access to Toll Free Service Access Code (e.g. 800/888/877) databases, LIDB, and any other necessary databases in accordance with existing Tariffs and/or agreements with other unaffiliated carriers, as set forth in the Exhibit A ; provided however that neither Party shall have any obligation to continue to provide such access that ceases to be subject to an unbundling obligation under Applicable Law Alternatively, either Party may secure CCS Interconnection from a commercial SS7 hub provider, and in that case the other Party will permit the purchasing Party to access the same databases as would have been accessible if the purchasing party had connected directly to the other Party's CCS network. In either

case, BAM shall comply with BA's SS7 certification process prior to establish CCS Interconnection with BA.

8.2 The Parties will provide CCS Signaling to one another, provided however that neither Party shall have any obligation to continue to provide such access that ceases to be subject to an unbundling obligation under Applicable Law , in conjunction with all Local Traffic, Toll Traffic, and Transit Traffic. The Parties will cooperate on the exchange of 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 upon request (where available), including called party number, Calling Party Number, originating line information, calling party category, and charge number. All privacy indicators will be honored. The Parties will follow all Ordering and Billing Forum-adopted standards pertaining to CIC/OZZ codes. Where CCS Signaling is not available, in-band multi-frequency (MF) wink start signaling will be provided. Any such MF arrangement will require a separate local trunk circuit between the Parties' respective switches in those instance where Parties have established End Office to End Office high usage trunk groups. In such an arrangement, each Party will output the full ten-digit telephone number of the called party to the other Party.

8.3 Each Party shall provide trunk groups, where available and upon reasonable request, that are configured utilizing the B8ZS ESF protocol for 64 kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.

8.4 The following publications describe the practices, procedures and specifications generally utilized by BA for signaling purposes and are listed herein to assist the Parties in meeting their respective Interconnection responsibilities related to Signaling:

- (a) Bellcore Generic Requirements, GR-905-CORE, Issue 1, March 1995, and subsequent issues and amendments; and
- (b) Bell Atlantic Supplement Common Channel Signaling Network Interface Specification (BA-905).

8.5 Until STP pairs of each Party are directly interconnected, BA shall charge BAM for Type S Interconnection in accordance with Exhibit A hereto and applicable Tariffs.

8.6 When the STP pairs of each Party are directly interconnected, each Party shall charge the other Party mutual and reciprocal rates for CCS Signaling , Toll Free Service Access Code (e.g. 800/888/877) database access, LIDB access, and access to other necessary databases, as follows: BA shall charge BAM in accordance with Exhibit A hereto and applicable Tariffs; BAM shall charge BA rates equal to the rates

BA charges BAM unless BAM Tariffs for CCS Signaling provide for lower generally available rates, in which case BAM shall charge BA such lower rates; except to the extent a Party uses a third party vendor for the provision of CCS Signaling, in which case such charges shall apply only to the third party vendor.

9.0 NUMBER RESOURCES ASSIGNMENT

9.1 Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ or to request and be assigned any Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines, as may be amended from time to time, or to establish, Rate Centers and Rating Points corresponding to such NXX codes.

9.2 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 ("LERG") in order to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

9.3 Unless mandated otherwise by a Commission order, the Rate Center Areas will be the same for each Party for purposes of the assignment of numbers. During the term of this Agreement, BAM shall adopt the Rate Center Areas and Rate Center Points that the Commission has approved for BA, in all areas where BA and BAM service areas overlap, and BAM shall assign whole NPA-NXX codes to each Rate Center unless Applicable Law or applicable industry standards require alternative methods of utilizing NXXs.

9.4 BAM will also designate a Rating Point for each assigned NXX code. BAM shall designate one location for each Rate Center Area as the Rating Point for the NPA-NXXs associated with that Area, and such Rating Point shall be within the same LATA as the Rate Center Area but not necessarily within the Rate Center Area itself.

9.5 Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended to, and nothing in this Agreement shall be construed to, in any way constrain BAM's choices regarding the size of the local calling area(s) that BAM may establish for its Customers, which local calling areas may be larger than, smaller than, or identical to, BA's local calling areas.

10.0 NETWORK MAINTENANCE AND MANAGEMENT; OUTAGES

10.1 Cooperation

The Parties will work cooperatively to install and maintain a reliable network. BAM and BA will exchange appropriate information (e.g., maintenance contact numbers, escalation procedures, network information, information required to comply

with law enforcement and other security agencies of the Government) to achieve this desired reliability. In addition, the Parties will work cooperatively to apply sound network management principles to alleviate or to prevent congestion.

10.2 Responsibility for Following Standards

Each Party recognizes a responsibility to follow the standards that may be agreed to between the Parties and to employ characteristics and methods of operation that will not interfere with or impair the service or any facilities of the other or any third parties connected with or involved directly in the network of the other.

10.3 Interference or Impairment

If either Party (the "Impaired Party") reasonably determines that the characteristics and methods of operation used by the other Party (the "Interfering Party") will or may interfere with or impair its provision of services, the Impaired Party shall have the right to discontinue service subject, however, to the following:

10.3.1 The Impaired Party shall have given the Interfering Party at least ten (10) days' prior written notice of the interference or impairment or potential interference or impairment and the need to correct the condition within said time period.

10.3.2 The Impaired Party shall have concurrently provided a copy of the notice provided to the Interfering Party under Subsection 10.3.1 above to the appropriate federal and/or state regulatory bodies.

10.3.3 Notice in accord with subsections 10.3.1 and 10.3.2 above shall not be required in emergencies and the Impaired Party may immediately discontinue service if reasonably necessary to meet its obligations. In such case, however, the Impaired Party shall use all reasonable means to notify the Interfering Party and the appropriate federal and/or state regulatory bodies.

10.3.4 Upon correction of the interference or impairment, the Impaired Party will promptly renew service and/or Interconnection to the Interfering Party. During such period of discontinuance, there will be no compensation or credit allowance for interruptions, unless the Parties agree otherwise.

10.4 Repeated or Willful Noncompliance

The Interconnection, unbundled Network Elements, and services provided hereunder may be discontinued by either Party upon written notice to the other Party for repeated or willful violation of and/or a refusal to comply with this Agreement in any material respect. Such written notice shall provide a thirty (30) day opportunity to cure before any discontinuation may occur. The Party discontinuing will notify the

appropriate federal and/or state regulatory bodies concurrently with the notice to the other Party of the prospective discontinuance.

10.5 Outage Repair Standard

In the event of an outage or trouble in any arrangement, facility, or service being provided by a Party hereunder, the providing Party will follow procedures for isolating and clearing the outage or trouble that are no less favorable than those that apply to comparable arrangements, facilities, or services being provided by the providing Party to any other carrier whose network is connected to that of the providing Party. BAM and BA may agree to modify those procedures from time to time based on their experience with comparable Interconnection arrangements with other carriers.

10.6 Notice of Changes - Section 251(c)(5)

If a Party makes a change in the information necessary for the transmission and routing of services using that Party's network, or any other change in its network which it believes will materially affect the inter-operability of its network with the other Party's network, the Party making the change shall provide at least ninety (90) days advance written notice of such change to the other Party. In addition, the Parties will comply with the Network Disclosure rules adopted by the FCC in CC Docket No. 86-79 as may be amended from time to time.

10.7 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.

11.0 NETWORK CONFIGURATION

11.1 Joint Network Implementation and Grooming Process

Upon the request of either Party, the Parties shall jointly develop an implementation and grooming process (the "Joint Grooming Process" or "Joint Process") which may define and detail, inter alia,

(a) standards to ensure that Traffic Exchange Trunks experience a grade of service, availability and quality which is comparable to that achieved on interoffice trunks within BA's network and in accord with all appropriate relevant industry-accepted quality, reliability and availability standards. Trunks provided by either Party for Interconnection services will be engineered using a design blocking objective of B.01 (Blocking Level B.01 - high-day-network-busy-hour blocking standard as defined in Bellcore's special report - (Bellcore - ST TAP000191));

(b) the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including, but not limited to, standards and procedures for notification and discoveries of trunk disconnects;

(c) disaster recovery provision escalations;

(d) additional technically feasible and geographically relevant IP(s) in a LATA as provided in sections 4.2.3 and 4.2.4 above; and

(e) such other matters as the Parties may agree, including, e.g., End Office to End Office high usage trunks as good engineering practices may dictate.

Nothing in this subsection 11.1 shall affect either Party's obligations to meet the milestone dates set forth in Schedule 4.1 hereof.

11.2 Installation, Maintenance, Testing and Repair

Unless otherwise agreed to by the Parties, Interconnection shall be provided at Parity. For purposes of this Agreement, a Party's obligation to provide Parity shall be in accordance with Applicable Law. If either Party is unable to fulfill its obligations under this Section 11.2, it shall notify the other Party of its inability to do so and will negotiate alternative intervals in good faith. The Parties agree that the standards to be used by each Party for isolating and clearing any disconnections and/or other outages or troubles shall be at Parity. For purposes of this Section, "Parity" shall mean in a manner that is at least equal in quality to that which a Party provides to itself or to any subsidiary, affiliate, or any other party to which it provides Interconnection, except to the extent that a lower standard fulfills the requirements of Applicable Law.

11.3 Forecasting Requirements for Trunk Provisioning

Within ninety (90) days of executing this Agreement, BAM shall provide to BA a one (1) year usage/facilities forecast. This initial forecast will provide the amount of traffic to be delivered to BA over each of the Interconnection Trunk groups over the next four (4) quarters. The forecast shall be updated and provided to BA on an as needed basis but no less frequently than semi-annually. All forecasts shall include Access Carrier Terminal Location (ACTL), traffic type (local/toll, operator services, 911, etc.), code (identifies trunk group), A location/Z location (CLLI codes for BAM-POIs and BA-POIs), interface type (e.g., DS1), and trunks in service each year (cumulative).

11.3.1 Trunk Provisioning Pursuant to Forecasts. Because BA's trunking requirements will be dependent on the Customer segments and service segments within Customer segments to whom BAM decides to market its services, BA will be dependent on BAM to provide accurate trunk forecasts for both inbound (from BA) and

outbound (from BAM) traffic. BA will, as an initial matter and upon request, provide the same number of trunks to terminate local traffic to BAM as BAM provides to terminate local traffic to BA, unless BAM expressly identifies particular situations that are expected to produce traffic that is substantially skewed in either the inbound or outbound direction, in which case BA will provide the number of trunks BAM suggests; provided, however, that in all cases BA's provision of the forecasted number of trunks to BAM is conditioned on the following: that such forecast is based on reasonable engineering criteria, there are no capacity constraints, and BAM's previous forecasts have proven to be reliable and accurate.

11.3.2 Monitoring and Adjusting Forecasts. BA will, for ninety (90) days, monitor traffic on each trunk group that it establishes at BAM's suggestion or request pursuant to the procedures identified in subsection 11.3.1 above. At the end of such ninety (90) day period, BA may disconnect trunks that, based on reasonable engineering criteria and capacity constraints, are not warranted by the actual traffic volume experienced. If, after such initial ninety (90) day period for a trunk group, BA determines that any trunks in the trunk group in excess of four (4) DS-1s are not warranted by actual traffic volumes (considering engineering criteria for busy hour CCS and blocking percentages), then BA may hold BAM financially responsible for the excess facilities. In subsequent periods, BA may also monitor traffic for ninety (90) days on additional trunk groups that BAM suggests or requests BA to establish. If, after any such (90) day period, BA determines that any trunks in the trunk group are not warranted by actual traffic volumes (considering engineering criteria for busy hour call seconds and blocking percentages), then BA may hold BAM financially responsible for the excess facilities. At any time during the relevant ninety (90) day period, BAM may request that BA disconnect trunks to meet a revised forecast. In such instances, BA may hold BAM financially responsible for the disconnected trunks retroactive to the start of the ninety (90) day period through the date such trunks are disconnected.

12.0 NUMBER PORTABILITY - SECTION 251(b)(2) PROVISIONS

The Parties shall provide Number Portability ("NP") in accordance with rules and regulations as from time to time prescribed by the FCC.

13.0 GENERAL RESPONSIBILITIES OF THE PARTIES

13.1 Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with BA's network, as set forth in Bellcore G.R. 145-Core, as in effect from time to time (and any successor thereto), and to terminate the traffic it receives in that standard format to the proper address on its network. Such facility shall be designed based upon the description and forecasts provided under Section 11.0

above. 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.

13.2 Neither Party shall use any service provided in this Agreement in any manner that materially interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise materially impairs the quality of service to other carriers or to either Party's Customers, and either Party may discontinue or refuse service if the other Party violates this provision. Upon such violation, either Party shall provide the other Party notice, if practicable, at the earliest practicable time.

13.3 Each Party is solely responsible for the services it provides to its Customers and to other Telecommunications Carriers, except as otherwise provided in Section 20.0 of this Agreement.

14.0 COORDINATION WITH TARIFF TERMS

14.1 The Parties acknowledge that some of the services, facilities, and arrangements described herein are or will be available under and subject to the terms of the federal or state Tariffs of the other Party applicable to such services, facilities, and arrangements. To the extent a Tariff of the providing Party applies to any service, facility, and arrangement described herein, the Parties agree as follows:

14.1.1 Those rates and charges set forth in Exhibit A for the services, facilities, and arrangements described herein that reference or are identical to a rate contained in an existing Tariff of the providing Party, shall conform with those contained in the then-prevailing Tariff and vary in accordance with any changes that may be made to the Tariff rates and charges subsequent to the Effective Date; *provided, however*, that BAM may not charge BA a rate higher than the BA rates and charges for the same services, facilities and arrangements.

14.1.2 The rates and charges set forth in Exhibit A shall apply until such time as they are replaced by new rates as may be approved by the Commission from time to time, subject to a stay or other order issued by any court of competent jurisdiction; *provided, however*, that BAM may not charge BA a rate higher than the BA rates and charges for the same services, facilities and arrangements. At such time(s) as such new rates have been approved by the Commission, the Parties shall amend Exhibit A to reflect the new approved rates.

14.2 Except with respect to the rates and charges described in Section 14.1 above, all other terms contained in an applicable Tariff of the providing Party shall apply in connection with its provision of the particular service, facility, and arrangement hereunder.

15.0 INSURANCE

15.1 The Parties shall maintain, during the term of this Agreement, all insurance and/or bonds required by law and necessary to satisfy its obligations under this Agreement, including, without limitation, its obligations set forth in Section 20.0 hereof. At a minimum and without limiting the foregoing covenant, the Parties shall maintain the following insurance:

(a) Commercial General Liability Insurance, on an occurrence basis, including but not limited to, premises-operations, broad form property damage, products/completed operations, contractual liability, independent contractors, and personal injury, with limits of at least \$2,000,000 combined single limit for each occurrence.

(b) Automobile Liability, Comprehensive Form, with limits of at least \$500,000 combined single limit for each occurrence.

(c) Excess Liability, in the umbrella form, with limits of at least \$10,000,000 combined single limit for each occurrence.

(d) Worker's Compensation Insurance as required by law and Employer's Liability Insurance with limits of not less than \$1,000,000 per occurrence.

15.2 The Parties shall name each other as an additional insured on the foregoing insurance.

15.3 Each Party shall, within two (2) weeks of the date hereof and on a semi-annual basis thereafter, furnish certificates or other adequate proof of the foregoing insurance to the other Party. BAM's certificates or other proof of the foregoing insurance shall be sent to: Director – Interconnection Services, Bell Atlantic Telecom Industry Services, 1095 Avenue of the Americas, Room 1423, New York, NY 10036. In addition, each Party shall require its agents, representatives, or contractors, if any, that may enter upon the premises of the other Party or the other Party's affiliated companies to maintain similar and appropriate insurance and, if requested, to furnish the other Party certificates or other adequate proof of such insurance. Certificates furnished by each Party or their respective agents, representatives, or contractors shall contain a clause stating: "The [OTHER PARTY] shall be notified in writing at least thirty (30) days prior to cancellation of, or any material change in, the insurance."

15.4 Notwithstanding any other provisions of this agreement to the contrary, the foregoing insurance requirements set forth in this Section 15.0 shall apply to a Party only to the extent such Party has a net worth of less than one hundred million dollars (\$100,000,000).

16.0 TERM AND TERMINATION

16.1 This Agreement shall be effective as of the date first above written and, unless terminated earlier in accordance with the terms hereof, shall continue in effect until January 20, 2002 (the "Initial Term"), and thereafter the Agreement shall continue in force and effect unless and until terminated as provided herein.

16.2 Upon the expiration of the Initial Term or at any time thereafter, either Party may terminate this Agreement by providing written notice of termination to the other Party, such written notice to be received at least three (3) months, but not greater than nine (9) months, in advance of the date of termination. In the event of such termination, if neither Party has requested renegotiation of a new interconnection agreement, the service arrangements made available under this Agreement and existing at the time of termination shall, unless otherwise agreed to by the Parties, continue without interruption under (a) standard Interconnection terms and conditions approved and made generally effective by the Commission, (b) Tariff terms and conditions generally available to BAM or (c) if none of the above is available, under the terms of this Agreement on a month-to-month basis for a period not to exceed nine (9) months.

16.3 If either Party seeks to renegotiate this Agreement, unless otherwise agreed by the Parties, it must provide written notice thereof to the other Party no earlier than nine (9) months prior to the end of the Initial Term. The date of a Party's receipt of the other Party's request to renegotiate shall hereinafter be referred to as the "Renegotiation Request Date." Any such request shall be deemed by both Parties to be a good faith request for Interconnection pursuant to Section 252 of the Act (or any successor provision), regardless of which Party made such request. If the Parties do not execute a new interconnection agreement within the respective periods set under the Act, either Party may exercise its applicable rights under the Act.

16.4 If either Party requests renegotiation of this Agreement pursuant to Section 16.3 hereof, this Agreement shall remain in effect as set forth in this Section 16.0 until the earlier of (a) the Parties' execution and delivery of a new interconnection agreement or (b) the passage of nine (9) months after the Renegotiation Request Date. If a new Interconnection Agreement negotiated by the Parties has not been duly executed within nine (9) months after the Renegotiation Request Date, the service arrangements made available under this Agreement and existing at that time shall, unless otherwise agreed by the Parties, continue without interruption under (a) standard Interconnection terms and conditions approved and made generally effective by the Commission, (b) Tariff terms and conditions generally available to BAM or (c) if none of the above is available, under the terms of this Agreement on a month-to-month basis for a period not to exceed nine (9) months. Upon execution of the Parties' new interconnection agreement, that agreement shall govern the Parties' Interconnection service arrangements, rather than items (a), (b) or (c) above.

16.5 If either Party defaults in the payment of any amount due hereunder, or if either Party materially violates any other material provision of this Agreement, and such default or violation shall continue for sixty (60) days after written notice thereof and without cure, the other Party may terminate this Agreement or suspend the provision of any or all services hereunder by providing written notice to the defaulting Party. At least twenty-five (25) days prior to the effective date of such termination or suspension, the other Party must provide the defaulting Party and the appropriate federal and/or state regulatory bodies with written notice of its intention to terminate the Agreement or suspend service if the default is not cured. Notice shall be posted by overnight mail, return receipt requested. If the defaulting Party cures the default or violation within the sixty (60) day period, the other Party shall not terminate the Agreement or suspend service provided hereunder but shall be entitled to recover all reasonable costs, if any, incurred by it in connection with the default or violation, including, without limitation, costs incurred to prepare for the termination of the Agreement or the suspension of service provided hereunder.

17.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NEITHER PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED OR ARISING BY CUSTOM, TRADE USAGE, COURSE OF DEALING OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

18.0 CANCELLATION CHARGES

Except as provided herein, or as otherwise provided in any applicable Tariff or contract referenced herein, no cancellation charges shall apply.

19.0 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; provided however, nothing herein is intended to limit any rights provided pursuant to 47 U.S.C. § 252(i).

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

20.0 INDEMNIFICATION

20.1.1 Each Party agrees to release, indemnify, defend and hold harmless the other Party from and against all losses, claims, demands, damages, expenses, suits or other actions, or any liability whatsoever, including, but not limited to, costs and attorneys' fees (collectively, a "Loss"), (a) whether suffered, made, instituted, or asserted by any other party or person, relating to personal injury to or death of any person, or for loss, damage to, or destruction of real and/or personal property, whether or not owned by others, arising from transactions or activities relating to this Agreement and to the extent proximately caused by the negligent or willful acts or omissions of the indemnifying Party, regardless of the form of action, or (b) suffered, made, instituted, or asserted by its own Customer(s) against the other Party arising out of the other Party's provision of services to the indemnifying Party under this Agreement. Notwithstanding the foregoing indemnification, nothing in this Section 20.0 shall affect or limit any claims, remedies, or other actions the indemnifying Party may have against the indemnified Party under this Agreement, any other contract, or any applicable Tariff(s), regulations or laws for the indemnified Party's provision of said services.

20.2 The indemnification provided herein shall be conditioned upon:

(a) The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification.

(b) The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at its sole cost and expense.

(c) In no event shall the indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the indemnified Party, which consent shall not be unreasonably withheld. However, in the event the settlement or judgment requires a contribution from or affects the rights of the indemnified Party, the indemnified Party shall have the right to refuse such settlement or judgment and, at its own cost and expense, take over the defense against such Loss, provided that in such event the indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the indemnified Party against, the Loss for any amount in excess of such refused settlement or judgment.

(d) The indemnified Party shall, in all cases, assert any and all provisions in its Tariffs that limit liability to third parties as a bar to any recovery by the third party claimant in excess of such limitation of liability.

(e) The indemnified Party shall offer the indemnifying Party all commercially reasonable cooperation and assistance in the defense of any such action.

21.0 LIMITATION OF LIABILITY

21.1 The liability of either Party to the other Party for damages arising out of failure to comply with a direction to install, restore or terminate facilities, or out of failures, mistakes, omissions, interruptions, delays, errors, or defects (collectively, "Errors") occurring in the course of furnishing any services, arrangements, or facilities hereunder shall be determined in accordance with the terms of the applicable Tariff(s) of the providing Party. In the event no Tariff(s) apply, the providing Party's liability for such Errors shall not exceed an amount equal to the pro rata monthly charge for the period in which such failures, mistakes, omissions, interruptions, delays, errors or defects occur. Recovery of said amount shall be the injured Party's sole and exclusive remedy against the providing Party for such failures, mistakes, omissions, interruptions, delays, errors or defects.

21.2 Neither Party shall be liable to the other in connection with the provision or use of services offered under this Agreement for indirect, incidental, consequential, reliance or special damages, including (without limitation) damages for lost profits (collectively, "Consequential Damages"), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including, without limitation, negligence of any kind, even if the other Party has been advised of the possibility of such damages; provided, that the foregoing shall not limit a Party's obligation under Section 20.0.

21.3 The Parties agree that neither Party shall be liable to the Customers of the other Party in connection with its provision of services to the other Party under this Agreement. Nothing in this Agreement shall be deemed to create a third party beneficiary relationship between the Party providing the service and the Customers of the Party purchasing the service. In the event of a dispute involving both Parties with a Customer of one Party, both Parties shall assert the applicability of any limitations on liability to Customers that may be contained in either Party's applicable Tariff(s).

22.0 COMPLIANCE WITH LAWS; REGULATORY APPROVAL

22.1 Each Party shall promptly notify the other Party in writing of any governmental action that suspends, cancels, withdraws, limits, or otherwise materially affects its ability to perform its obligations hereunder.

22.2 The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC as an integral part of BA's application pursuant to Section 271(d) of the Act. 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. The Parties, however, reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement, including,

without limitation, the conformance of this Agreement to the FCC Regulations as provided in Section 22.3 below.

22.3 The Parties recognize that the FCC has issued and may continue to issue regulations implementing Sections 251, 252, and 271 of the Act that affect certain terms contained in this Agreement. In the event that any one or more of the provisions contained herein is inconsistent with any applicable rule contained in the FCC Regulations or, in BA's reasonable determination, affects BA's application pursuant to Section 271(d) of the Act, the Parties agree to make only the minimum revisions necessary to eliminate the inconsistency or amend the application-affecting provision(s). Such minimum revisions shall not be considered material, and shall not require further Commission approval (beyond any Commission approval required under Section 252(e) of the Act). In the event that either Party reasonably concludes that a change proposed by the other Party pursuant to this Section is materially detrimental to it, such Party may invoke the dispute resolution procedures set forth in this Agreement.

22.4 In the event any Applicable Law other than the FCC Regulations requires modification of any material term(s) contained in this Agreement, either Party may require a renegotiation of the term(s) that require direct modification as well as of any term(s) that are reasonably affected thereby. If neither Party requests such a renegotiation or if an Applicable Law requires modification of any non-material term(s), then the Parties agree to make only the minimum modifications necessary, and the remaining provisions of this Agreement shall remain in full force and effect. For purposes of this Section 22.4 and without limitation of any other modifications required by Applicable Law, the Parties agree that any modification required by Applicable Law (i) to the two-tier Reciprocal Call Termination compensation structure for the transport and termination of Local Traffic described in Exhibit A, or (ii) that affects either Party's receipt of Reciprocal Compensation for the transport and termination of Local Traffic, shall be deemed to be a modification of a material term that requires immediate good faith renegotiation between the Parties.

23.0 MISCELLANEOUS

23.1 Authorization

23.1.1 BA is a corporation duly organized, validly existing and in good standing under the laws of the State of New York and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

23.1.2 Cellco is a general partnership duly organized, validly existing and in good standing under the laws of the State of Delaware, and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

23.1.3 RSA is a general partnership duly organized, validly existing and in good standing under the laws of the State of New Hampshire, and has full power and

authority to execute and deliver this Agreement and to perform its obligations hereunder. RSA represents and warrants that it holds the FCC or Commission authorization described in Section 23.26 of this Agreement. Cellco and RSA are jointly and severally liable for their mutual and respective obligations hereunder.

23.2 Independent Contractor; Disclaimer of Agency.

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. 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.

23.3 Force Majeure

Neither Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: adverse weather conditions, fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body; or labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; or any other circumstances beyond the Party's reasonable control. In such event, the affected Party shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interferences (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its best efforts to avoid or remove the cause(s) of non-performance and both Parties shall proceed to perform with dispatch once the cause(s) are removed or cease.

23.4 Confidentiality

23.4.1 All information, including but not limited to specification, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party dealing with customer specific, facility specific, or usage specific information, other than customer information communicated for the purpose of publication or directory database inclusion, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary," or (iii) communicated orally and declared to the receiving Party at the time of delivery, and by written notice given to the receiving Party within ten (10) days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party.

23.4.2 Each Party shall keep all of the other Party's Proprietary Information confidential in the same manner it holds its own Proprietary Information confidential (which in all cases shall be no less than reasonable) and shall use the other Party's Proprietary Information only for performing the covenants contained in this Agreement. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.

23.4.3 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information that:

- (a) was, at the time of receipt, already known to the receiving Party free of any obligation to keep it confidential as evidenced by written records prepared prior to delivery by the disclosing Party; or
- (b) is or becomes publicly known through no wrongful act of the receiving Party; or
- (c) is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or
- (d) is independently developed by an employee, agent, or contractor of the receiving Party that is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the Proprietary Information; or
- (e) is approved for release by written authorization of the disclosing Party; or
- (f) is required to be made public by the receiving Party pursuant to

applicable law or regulation, provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.

23.4.4 Upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic, electromagnetic or otherwise, except that the receiving Party may retain one copy for archival purposes only.

23.4.5 Notwithstanding any other provision of this Agreement, the provisions of this Section 23.4 shall apply to all Proprietary Information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the Effective Date.

23.5 Choice of Law

The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the state in which this Agreement is to be performed, except for its conflicts of laws provisions. In addition, insofar as and to the extent federal law may apply, federal law will control.

23.6 Taxes

23.6.1 In General. With respect to any purchase hereunder of services, facilities or arrangements, if any federal, state or local tax, fee, surcharge or other tax-like charge (a "Tax") is required or permitted by Applicable Law to be collected from the purchasing Party by the providing Party, then (a) the providing Party shall properly bill the purchasing Party for such Tax, (b) the purchasing Party shall timely remit such Tax to the providing Party and (c) the providing Party shall timely remit such collected Tax to the applicable taxing authority.

23.6.2 Taxes Imposed on the providing Party. With respect to any purchase hereunder of services, facilities or arrangements, if any federal, state or local Tax is imposed by Applicable Law on the receipts of the providing Party, which Law permits the providing Party to exclude certain receipts received from sales for resale to a public utility, distributor, telephone company, local exchange carrier, telecommunications company or other communications company ("Telecommunications Company"), such exclusion being based solely on the fact that the purchasing Party is also subject to a tax based upon receipts ("Receipts Tax"), then the purchasing Party (a) shall provide the providing Party with notice in writing in accordance with subsection 23.6.7 of this Agreement of its intent to pay the Receipts Tax and (b) shall timely pay the Receipts Tax to the applicable tax authority.

23.6.3 Taxes Imposed on Customers. With respect to any purchase hereunder of services, facilities or arrangements that are resold to a third party, if any federal, state or local Tax is imposed by Applicable Law on the subscriber, end-user, Customer or

ultimate consumer ("Subscriber") in connection with any such purchase, which a Telecommunications Company is required to impose and/or collect from a Subscriber, then the purchasing Party (a) shall be required to impose and/or collect such Tax from the Subscriber and (b) shall timely remit such Tax to the applicable taxing authority.

23.6.4 Liability for Uncollected Tax, Interest and Penalty. If the providing Party has not received an exemption certificate and fails to collect any Tax as required by subsection 23.6.1, then, as between the providing Party and the purchasing Party, (a) the purchasing Party shall remain liable for such uncollected Tax and (b) the providing Party shall be liable for any interest assessed thereon and any penalty assessed with respect to such uncollected Tax by such authority. If the providing Party properly bills the purchasing Party for any Tax but the purchasing Party fails to remit such Tax to the providing Party as required by subsection 23.6.1, then, as between the providing Party and the purchasing Party, the purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the providing Party does not collect any Tax as required by subsection 23.6.1 because the purchasing Party has provided such providing Party with an exemption certificate that is later found to be inadequate by a taxing authority, then, as between the providing Party and the purchasing Party, the purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the purchasing Party fails to pay the Receipts Tax as required by subsection 23.6.2, then, as between the providing Party and the purchasing Party, (x) the providing Party shall be liable for any Tax imposed on its receipts and (y) the purchasing Party shall be liable for any interest assessed thereon and any penalty assessed upon the providing Party with respect to such Tax by such authority. If the purchasing Party fails to impose and/or collect any Tax from Subscribers as required by subsection 23.6.3, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay, or is required to impose on and/or collect from Subscribers, the purchasing Party agrees to indemnify and hold the providing Party harmless on an after-tax basis for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to recover the Tax from the providing Party due to the failure of the purchasing Party to timely pay, or collect and timely remit, such Tax to such authority. In the event either Party is audited by a taxing authority, the other Party agrees to cooperate fully with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

23.6.5 Tax Exemptions and Exemption Certificates. If Applicable Law clearly exempts a purchase hereunder from a Tax, and if such Law also provides an exemption procedure, such as an exemption-certificate requirement, then, if the purchasing Party complies with such procedure, the providing Party shall not collect

such Tax during the effective period of such exemption. Such exemption shall be effective upon receipt of the exemption certificate or affidavit in accordance with the terms set forth in subsection 23.6.6. If Applicable Law clearly exempts a purchase hereunder from a Tax, but does not also provide an exemption procedure, then the providing Party shall not collect such Tax if the purchasing Party (a) furnishes the providing Party with a letter signed by an officer requesting such an exemption and citing the provision in the Law which clearly allows such exemption and (b) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party (e.g., an agreement commonly used in the industry), which holds the providing Party harmless on an after-tax basis with respect to its forbearing to collect such Tax.

23.6.6 If any discount or portion of a discount in price provided to BAM under this Agreement (including, but not limited to, a wholesale discount provided for in Exhibit A) is based on anticipated Tax savings to BA because it was anticipated that receipts from sales of BA services that would otherwise be subject to a Tax on such receipts could be excluded from such Tax under Applicable Law because the BA services would be sold to BAM for resale, and BA is, in fact, required by Applicable Law to pay such Tax on receipts from sales of BA services to BAM, then, as between BA and BAM, BAM shall be liable for, and shall indemnify and hold harmless BA against (on an after-tax basis), any such Tax and any interest and/or penalty assessed by the applicable taxing authority on either BAM or BA with respect to the Tax on BA's receipts.

23.6.7 All notices, affidavits, exemption-certificates or other communications required or permitted to be given by either Party to the other, for purposes of this Section 23.6, shall be made in writing and shall be delivered in person or sent by certified mail, return receipt requested, or registered mail, or a courier service providing proof of service, and sent to the addressees set forth in Section 23.10 as well as to the following:

To BA: Tax Administration
Bell Atlantic Corporation
1095 Avenue of the Americas
Room 3109
New York, NY 10036

To BAM: Bell Atlantic Mobile
Tax Department
180 Washington Valley Drive
Bedminster, NJ 07921

Either Party may from time to time designate another address or other addressees by giving notice in accordance with the terms of this Section 23.6. Any notice or other communication shall be deemed to be given when received.

23.7 Assignment

Each Party covenants that, if it sells or otherwise transfers to a third party, it will require as a condition of such transfer that the transferee agree to be bound by this Agreement with respect to services provided over the transferred facilities. Except as provided in this paragraph, 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 which consent will not be unreasonably withheld; provided that either 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 authorized hereunder 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.

23.8 Billing and Payment; Disputed Amounts

Except as may otherwise be provided in this Agreement, each Party shall submit on a monthly basis an itemized statement of charges incurred by the other Party during the preceding month(s) for services rendered hereunder. Payment of billed amounts under this Agreement, whether billed on a monthly basis or as otherwise provided herein, shall be due, in immediately available U.S. funds, within thirty (30) days of the date of such statement.

23.8.1 Although it is the intent of both Parties to submit timely and accurate statements of charges, failure by either Party to present statements to the other Party in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, and the billed Party shall not be entitled to dispute the billing Party's statement(s) based on such Party's failure to submit them in a timely fashion.

23.8.2 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 thirty (30) days of its receipt of the invoice containing such disputed amount give 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. The Non-Paying Party shall pay when due (a) all undisputed amounts to the Billing Party and (b) all Disputed Amounts into an interest bearing escrow account with a third party escrow agent mutually agreed upon by the Parties.

23.8.3 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within sixty (60) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a

designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

23.8.4 If the Parties are unable to resolve issues related to the Disputed Amounts within forty-five (45) days after the Parties' appointment of designated representatives pursuant to subsection 23.8.3, or if either Party fails to appoint a designated representative within thirty (30) days of the end of the sixty (60) day period referred to in subsection 24.8.3, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy pursuant to law or equity. The Commission may direct release of any or all funds (including any accrued interest) in the escrow account, plus late payment charges, to be paid to either Party

23.8.5 The Parties agree that all negotiations pursuant to this subsection 23.8 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.

23.8.6 Undisputed charges which are not paid by the due date stated on either Party's bill shall be subject to a late payment charge. The late payment charge shall be an amount specified by the Party which shall not exceed a rate of 1½% of the overdue amount (including any unpaid previously billed late payment charges) per month.

23.9 Dispute Resolution

Any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties, in the first instance. Should such negotiations fail to resolve the dispute in a reasonable time, either Party may initiate an appropriate action in any regulatory or judicial forum of competent jurisdiction.

23.10 Notices

Except as otherwise provided in this Agreement, 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 BAM:

Bell Atlantic Mobile
180 Washington Valley Drive
Bedminster, NJ 07921
Attn: Vice President – Network Planning

with a copy to:

Bell Atlantic Mobile
180 Washington Valley Drive
Bedminster, NJ 07921
Attn: General Counsel

To BA:

Director – Telecom Industry Services
Bell Atlantic Corporation
1095 Avenue of the Americas
Room 1423
New York, NY 10036
Facsimile: (212) 704-4381

with a copy to:

Bell Atlantic Network Services, Inc.
Attn: Mr. Jack H. White, Jr.,
Associate General Counsel
1320 N. Court House Road, 8th Floor
Arlington, VA 22201
Telephone: (703) 974-1368
Facsimile: (703) 974-0744

with a copy to:

Bell Atlantic – New Hampshire
Attn: General Counsel
14th Floor
185 Franklin Street
Boston, MA 02110

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

23.11 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.

23.12 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.

23.13 No License

23.13.1 Nothing in this Agreement shall be construed as the grant of a license with respect to any patent, copyright, trademark, trade name, trade secret or any other proprietary or intellectual property now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

23.13.2 Notwithstanding anything else set forth in this Agreement, neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its Customers based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision of any facilities by either Party under this Agreement, alone or in combination with that of the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third party. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.

23.13.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS

AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY EACH PARTY OF THE OTHER'S FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM BY ANY THIRD PARTY OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT OF SUCH THIRD PARTY.

23.13.4 BAM agrees that the rights granted by BA hereunder shall, where applicable, be subject to the restrictions, if any, contained in any current software license agreements between BA and BA's software vendors. BAM acknowledges that functions and features made available to it hereunder through the use of third party proprietary products may involve additional terms and conditions and/or separate licensing to BAM.

23.14 Technology Upgrades

Notwithstanding any other provision of this Agreement, BA shall have the right to deploy, upgrade, migrate and maintain its network at its discretion; *provided however*, the foregoing shall not affect each Party's rights and obligations with regards to its network architecture set forth in Section 4 hereof. The Parties acknowledge that BA, at its election, may deploy fiber throughout its network. Nothing in this Agreement shall limit BA's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. BAM shall be solely responsible for the cost and effort of accommodating such changes in its own network. Nothing in this Section shall be construed to limit or modify either Party's respective obligations under Applicable Law.

23.15 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.

23.16 Entire Agreement

The terms contained in this Agreement and any Schedules, Exhibits, Tariffs and other documents or instruments referred to herein that are incorporated into this Agreement by this reference constitute the entire agreement between the Parties with respect to the subject matter hereof, supersede any and 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.

23.17 Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

23.18 Modification, Amendment, Supplement, or Waiver

No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties. A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options.

23.19 Successors and Assigns

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

23.20 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.

23.21 Restructured/New Rates

Nothing in this Agreement shall affect or limit BA's right to modify, restructure or change a Network Element or service and to charge BAM for such modified, restructured or altered Network Element or service. Provided that the rates and charges for Network Elements or services offered by BA as of the Effective Date shall not change, BA shall be entitled to recover from BAM new, additional or restructured rates, charges or prices for new or revised Network Elements or services in accordance with the terms of the order or Tariff under which such rates, charges or prices go into effect.

23.22 Electronic Order Entry System

Within thirty (30) days of the Effective Date, BAM will obtain access to BA's electronic order entry system. Thereafter, all orders placed by BAM with BA shall be electronically transmitted in a format and sufficient detail to be accommodated by BA's electronic order entry systems. Orders not placed electronically after that date may be subject to a service charge of \$100 per order, except for those orders not electronically

placed because of problems at BA in receiving the order or because of a power outage or other circumstances outside of BAM's control. The parties agree to use the Ordering and Billing Forum guidelines and the Access Service Request for ordering from each other.

23.23 Assurance of Payment

Upon request by either Party (the "Creditor Party"), the other Party (the "Debtor Party") shall, from time to time, provide (in accordance with the terms of this Section) to the Creditor Party adequate assurance of payment of amounts due (or to become due) to the Creditor Party hereunder. Assurance of payment of charges may be requested by (a) the Creditor Party, if the Debtor Party, in the Creditor Party's reasonable judgment, at the Effective Date or at any time thereafter, is unable to demonstrate that it is creditworthy, (b) the Creditor Party, if the Debtor Party fails to timely pay a bill rendered to the Debtor Party by the Creditor Party (it being understood that amounts subject to a bona fide good faith dispute by the Debtor Party shall not be deemed to be amounts not timely paid for purposes of this subsection (b)), (c) BA, if BAM, in BA's reasonable judgment, at the Effective Date, does not have established credit with BA or (d) the Creditor Party, if the Debtor Party admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had a case commenced against it) under the U.S. Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding. Unless otherwise agreed by the Parties, the assurance of payment shall, at the Creditor Party's option, consist of (i) a cash security deposit in U.S. dollars held in an account by the Creditor Party or (ii) an unconditional, irrevocable standby letter of credit naming the Creditor Party as the beneficiary thereof and otherwise in form and substance satisfactory to the Creditor Party from a financial institution acceptable to the Creditor Party, in either case in an amount equal to two (2) months anticipated charges (including, without limitation, both recurring and non-recurring charges), as reasonably determined by the Creditor Party, for the services to be provided by the Creditor Party to the Debtor Party in connection with this Agreement. To the extent that the Creditor Party opts for a cash deposit, the Parties intend that the provision of such deposit shall constitute the grant of a security interest pursuant to Article 9 of the Uniform Commercial Code as in effect in any relevant jurisdiction. If required by an applicable Tariff or by Applicable Law, interest will be paid on any such deposit held by the Creditor Party at the higher of the stated interest rate in such Tariff or in the provisions of Applicable Law. The Creditor Party may (but is not obligated to) draw on the letter of credit or funds on deposit in the account, as applicable, upon notice to the Debtor Party in respect of any amounts billed hereunder that are not paid within thirty (30) days of the date of the applicable statement of charges prepared by the Creditor Party.

23.24 Deposits and Letters of Credit

The fact that a security deposit or a letter of credit is requested by the Creditor Party hereunder shall in no way relieve the Debtor Party from compliance with the Creditor Party's regulations as to advance payments and payment for service, nor constitute a waiver or modification of the terms herein pertaining to the discontinuance of service for nonpayment of any sums due to the Creditor Party for the service rendered.

23.25 Undefined Terms

Parties acknowledge that terms may appear in this Agreement which are not defined and agree that any such terms shall be construed in accordance with their customary usage in the Telecommunications industry as of the Effective Date of this Agreement, except that any undefined term herein shall be interpreted in accordance with the definition or its use in the FCC's First Report and Order In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and Interconnection between Local Exchange and Commercial Mobile Radio Service Providers, 11 FCC Rcd. 15499 (1996), and the Second Report and Order and Memorandum Opinion and Order, 11 FCC Rcd. 19392 (1996).

23.26 BAM LICENSE

Notwithstanding any other provision of this Agreement, BA shall have no obligation to perform under this Agreement until such time as BAM has obtained a Radio License or such other FCC or Commission authorization as may be required by law as a condition for conducting business in New Hampshire as a local exchange carrier.

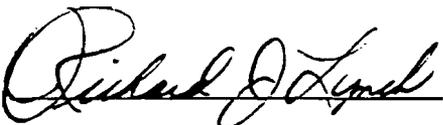
23.27 MOST FAVORED CUSTOMER

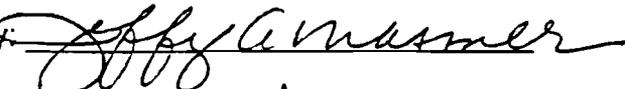
If BAM wishes to exercise any rights it may have under Section 252(i), BAM shall provide written notice thereof to BA. Upon BA's receipt of said notice, the Parties shall execute and deliver an amendment to this Agreement so that it provides for the same rates, terms and conditions for the interconnection, service, or network element that BAM has elected to adopt as are set forth in the interconnection agreement under which BAM has made such election (the "Other Agreement"), as well as all of the rates, terms and conditions from the Other Agreement that are legitimately related to such interconnection, service, or network element that has been adopted by BAM, in each case for the remainder of the term of the Other Agreement and in accordance with Applicable Law.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first set forth above.

CELLCO PARTNERSHIP

BELL ATLANTIC – NEW HAMPSHIRE

By: 

By: 

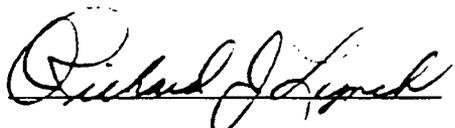
Printed: Richard J. Lynch

Printed: JEFFREY A. MASONER

Title: Exec. V. P. & C.T.O.

Title: VP-INTERCONNECTION SVCS.

NEW HAMPSHIRE RSA 2 PARTNERSHIP

By: 

Printed: Richard J. Lynch

Title: Exec. V. P. & C.T.O.

SCHEDULE 4.0

NETWORK IMPLEMENTATION SCHEDULE

NEW HAMPSHIRE

BA-IPs	BAM-IPs	BA Intended Implementation Date	BAM Intended Implementation Date
Per Section 4.2, the BA-IPs as of the Effective Date are BA Tandems subtended by terminating BA End Offices serving BA Customers	NH Hubs: 46 Floyd Rd Derry NH 176 Trigate Rd Hudson NH 03051	Not Applicable	Not Applicable
			Not Applicable

BAM-BA Interconnection Agreement

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) BAM, at the BAM-IP in which the Traffic is to terminate.

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

3. For 911/E911 traffic originated on BAM's network, at the PSAP in areas where only Basic 911 service is available, or at the BA 911/E911 Tandem Office serving the area in which the BAM 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 BA operator services Tandem Office.

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

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

7. For SS7 signaling originated by:

(a) BAM, 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

BAM/BA Interconnection Agreement
Bell Atlantic Supplement Common Channel Signaling Network
Interface Specification (BA_905).

- (b) BA, 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 BA-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 BA Signaling Transfer Point in the LATA in which the originating BAM Wire Center is located, over a CCSAC link. Alternatively, BAM may elect to interconnect through a commercial SS7 hub provider.

9. For Line Information Database ("LIDB") inquiry traffic, at any BA Signaling Transfer Point in the LATA in which the LIDB is located, over a CCSAC link. Alternatively, BAM 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.

BAM-BA Interconnection Agreement

SCHEDULE 5.6

APPLICABLE FACTORS for NEW HAMPSHIRE

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

FOR TRAFFIC ORIGINATING FROM:	AND TERMINATING TO:	LATA	PIU (%)	PLU (%)
BA PLU/PIU	BAM	ALL		
BAM PLU/PIU	BA	ALL		

CUSTOMER: BAM

STATE: NEW HAMPSHIRE

BILLING CONTACT NAME: _____

BILLING CONTACT NUMBER: _____

BILLING CONTACT ADDRESS: _____

BAM ACNA to be used when ordering Interconnections Trunks:

BELL ATLANTIC - NEW HAMPSHIRE AND BELL ATLANTIC MOBILE

DETAILED SCHEDULE OF ITEMIZED CHARGES FOR BROADBAND CARRIERS¹

A. BA SERVICES, FACILITIES, AND ARRANGEMENTS:

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
I. Local Call Termination²		
Traffic Delivered at BA End Office (Toll charges apply on Type I for call completion beyond end office)	\$0.008/minute of use (mou)	Not Applicable
Traffic Delivered at BA Tandem	Time of Day ³ : \$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 BAM 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. BA rates and services for use by BAM in the carriage of Toll Traffic shall be subject to BA's Tariffs for Exchange Access Service. Adherence to these limitations is subject to a reasonable periodic audit by BA.

² Notwithstanding anything else set forth in this agreement, the recurring rates for Local call termination at the BA End Office and Tandem are negotiated rates that the Parties agree shall apply under this Agreement irrespective of any rate that the Commission or other governmental entity of competent jurisdiction may order from time to time. These rates are for the termination of Local traffic in an MTA.

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.

<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 BAM and carriers other than Bell Atlantic that subtend a Bell Atlantic Tandem Switch. (Not applicable to Toll Traffic or when Meet Point Billing Arrangement applies)		
Tandem Switching Tandem-Switched Transport	Per BA 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)		
A. STP Port		
STP Access	Per BA FCC No. 11 interstate and New Hampshire PUC No. 79 intrastate access tariffs	
STP Port Termination		
V. Directory Listings		
Primary Listings	No Charge	
Additional Tariffed Listing Services	TBD	TBD
VI. Directory Assistance	Per BA New Hampshire PUC No. 79 intrastate access tariff	
VII. Directory Assistance Transport	Per BA New Hampshire PUC No. 79 intrastate access tariff	
VIII. Exchange Access Service		
Interstate	Per BA FCC No. 11 interstate tariff (charged in conjunction with Local Traffic, using PLU and PIU factors, as appropriate)	
Intrastate	Per BA New Hampshire PUC No. 79 intrastate access tariff	
IX. 911/E911		
A. Entrance Facility		
2 Wire Voice Grade	\$36.14	\$236.85

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

B. BAM SERVICES, FACILITIES, AND ARRANGEMENTS:

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
I. Local Call Termination⁴		
Traffic Delivered at BAM End Office	\$0.006/minute of use (mou)	Not Applicable
Traffic Delivered at BAM Tandem Switch	Time of Day ⁵ : \$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 BAM FCC exchange access Tariff, not to exceed BA's rates for equivalent services available to BAM	
Intrastate	Per BAM NH exchange access Tariff, not to exceed BA's rates for equivalent services available to BAM	

⁴ Notwithstanding anything else set forth in this agreement, the recurring rates for Local call termination at the BAM End Office and Tandem are negotiated rates that the Parties agree shall apply under this Agreement irrespective of any rate that the Commission or other governmental entity of competent jurisdiction may order from time to time. These rates are for the termination of Local traffic in an MTA.

⁵ 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.