

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by GTE Florida
Incorporated for approval of
interconnection agreement with
PrimeCo Personal Communications,
L.P.

DOCKET NO. 980081-TP
ORDER NO. PSC-98-0587-FOF-TP
ISSUED: April 27, 1998

The following Commissioners participated in the disposition of
this matter:

JULIA L. JOHNSON, Chairman
J. TERRY DEASON
SUSAN F. CLARK
JOE GARCIA
E. LEON JACOBS, JR.

ORDER APPROVING INTERCONNECTION AGREEMENT BETWEEN
GTE FLORIDA INCORPORATED AND PRIMECO PERSONAL
COMMUNICATIONS, L.P.

BY THE COMMISSION:

On January 15, 1998, GTE Florida Incorporated (GTE) and
PrimeCo Personal Communications, L.P. (PrimeCo) filed a request for
approval of an interconnection agreement under the
Telecommunications Act of 1996, 47 U.S.C. §252(e) of the
Telecommunications Act of 1996 (the Act). The agreement is
attached to this Order as Attachment A and incorporated by
reference herein.

Both the Act and Chapter 364, Florida Statutes, encourage
parties to enter into negotiated agreements to bring about local
exchange competition as quickly as possible. Under the
requirements of 47 U.S.C. § 252(e), negotiated agreements must be
submitted to the state commission for approval. Section 252(e)(4)
requires the state to reject or approve the agreement within 90
days after submission or it shall be deemed approved.

This agreement covers a one-year period from the effective
date, April 7, 1998, and continues in effect for consecutive six
month terms until the agreement is terminated by GTE or PrimeCo.
The agreement governs the relationship between the companies

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regarding local interconnection and the exchange of traffic pursuant to 47 U.S.C. § 251. Under 47 U.S.C. § 252(a)(1), the agreement shall include a detailed schedule of itemized charges for interconnection and each service or network element included in the agreement.

Upon review of the proposed agreement, we believe that it complies with the Telecommunications Act of 1996; thus, it is hereby approved. GTE and PrimeCo shall file any subsequent supplements or modifications to their agreement with the Commission for review under the provisions of 47 U.S.C. § 252(e). We note that PrimeCo does not currently hold a Florida certificate to provide alternative local exchange telecommunications service, and therefore, it cannot provide alternative local exchange telecommunications services under this agreement until it obtains a certificate from this Commission.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the interconnection agreement between GTE Florida Incorporated and PrimeCo Personal Communications, L.P. as set forth in Attachment A and incorporated by reference in this Order, is hereby approved. It is further

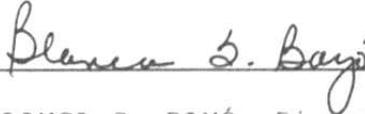
ORDERED that any supplements or modifications to this agreement must be filed with the Commission for review under the provisions of 47 U.S.C. § 252(e). It is further

ORDERED that PrimeCo Personal Communications, L.P. shall not provide alternative local exchange telecommunications services under this agreement until it obtains a certificate to provide alternative local exchange telecommunications services from this Commission. It is further

ORDERED that this docket shall be closed.

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By ORDER of the Florida Public Service Commission this 27th
day of April, 1998.



BLANCA S. BAYÓ, Director
Division of Records and Reporting

(S E A L)

ALC

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request: 1) reconsideration of the decision by filing a motion for reconsideration with the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within fifteen (15) days of the issuance of this order in the form prescribed by Rule 25-22.060, Florida Administrative Code; or 2) judicial review in Federal district court pursuant to the Federal Telecommunications Act of 1996, 47 U.S.C. § 252(e)(6).

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INTERCONNECTION AGREEMENT

BETWEEN

GTE FLORIDA INCORPORATED

AND

PRIMECO PERSONAL COMMUNICATIONS, L.P.

FOR THE STATE OF FLORIDA

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This Interconnection Agreement (the "Agreement"), is entered into by and between GTE Florida Incorporated, with its address for purposes of this Agreement at 600 Hidden Ridge Drive, Irving, Texas 75038 ("GTE"), and PrimeCo Personal Communications, L.P., in its capacity as a CMRS provider in the provision of two-way wireless telecommunications service ("PrimeCo"), with its address for this Agreement at 6 Campus Circle, Westlake, TX 76262-8220 (GTE and PrimeCo being referred to collectively as the "Parties" and individually as a "Party"). This Agreement covers services in the state of Florida (the "State").

WHEREAS, interconnection between carriers is necessary and desirable for the mutual exchange and termination of traffic originating on each carrier's network; and

WHEREAS, the Parties desire to exchange such traffic and related signaling in a technically and economically efficient manner at defined and mutually agreed upon points of interconnection; and

WHEREAS, the Parties wish to enter into an agreement to interconnect their respective telecommunications networks on terms that are fair and equitable to both Parties; and

WHEREAS, Section 251 of the Telecommunications Act of 1996 (the "Act") imposes specific obligations on LECs with respect to the interconnection of their networks, access to their poles, ducts, conduits and rights-of-way and, in certain cases, physical collocation of equipment in LEC premises;

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, GTE and PrimeCo hereby covenant and agree as follows:

ARTICLE I SCOPE AND INTENT OF AGREEMENT

Pursuant to this Agreement, the Parties will extend certain arrangements to one another within each area in which they both operate within the State for purposes of interconnection and the exchange of traffic between their respective end user customers, and access to GTE's poles, ducts, conduits and rights-of-way. This Agreement also governs the terms and conditions of the collocation of certain equipment of PrimeCo in the premises of GTE. This Agreement is an integrated package that reflects a balancing of interests critical to the Parties. This Agreement will be submitted to the Florida Public Service Commission (the "Commission"), and the Parties will specifically request that the Commission refrain from taking any action to modify, supplement, suspend or otherwise delay implementation of this Agreement. For the term of this Agreement, the Parties shall not advocate before any legislative, regulatory, judicial or other public forum that any terms of this Agreement between the Parties be modified, supplemented, suspended or eliminated. Notwithstanding this mutual commitment, the Parties agree that their entrance into this Agreement is without prejudice to any positions they may have taken

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previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements covered in this Agreement.

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ARTICLE II DEFINITIONS

1. General Definitions.

Except as otherwise specified herein, the following definitions shall apply to all Articles contained in this Agreement. Additional definitions that are specific to the matters covered in a particular Article may appear in that Article.

- 1.1 An "Affiliate" of a Party means a person, corporation or other legal entity that, directly or indirectly, owns or controls a Party, or is owned or controlled by, or is under common ownership or control with a Party. For purposes of this definition, the term "own" means to have a majority ownership interest in, or have voting control of a majority of the ownership interest in, such corporation or other legal entity.
- 1.2 "Automatic Number Identification" or "ANI" refers to the number transmitted through the network identifying the calling party.
- 1.3 "Bellcore" means an organization owned jointly by the Bell regional holding companies and that may in the future be owned partially or totally by other persons, that conducts research and development projects for its owners, including development of new telecommunications services. Bellcore also provides certain centralized technical and management services for the regional holding companies and also provides generic requirements for the telecommunications industry for products, services and technologies.
- 1.4 "Business Day" shall mean Monday through Friday, except for holidays on which the U.S. mail is not delivered.
- 1.5 "CLLI codes" means Common Language Location Identifier Codes.
- 1.6 "Common Channel Signaling" or "CCS" means a high-speed specialized packet-switched communications network that is separate (out-of-band) from the public packet-switched and message networks. CCS carries addressed signaling messages for individual trunk circuits and/or database-related services between Signaling Points in the CCS network using SS7 signaling protocol.
- 1.7 "DS-1" is a digital signal rate of 1.544 Mbps.
- 1.8 "DS-3" is a digital signal rate of 44.736 Mbps.
- 1.9 "Exchange Message Record" or "EMR" means the standard used for exchange of telecommunications message information among LECs for billable, unbillable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange

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Message Record, a Bellcore document that defines industry standards for exchange message records.

- 1.10 "Exchange Service" refers to all basic services for local calling or for access to the long distance network, or any other services offered to end users which provide end users with a telephonic connection to, and a unique telephone number address on, the public switched telecommunications network ("PSTN"), and which enable such end users to place or receive calls to all other stations on the PSTN.
- 1.11 "EIS" or "Expanded Interconnection Service" means a service that provides interconnecting carriers with the capability to terminate basic fiber optic transmission facilities, including optical terminating equipment and multiplexers, at GTE's wire centers and access tandems and interconnect those facilities with the facilities of GTE. Microwave is available on a case-by-case basis where feasible.
- 1.12 "FCC" means the Federal Communications Commission.
- 1.13 "Guide" means the GTE Customer Guide for Establishment of Services - Resale and Unbundling, which contains GTE's operating procedures for ordering, provisioning, trouble reporting and repair for resold services and unbundled elements. A copy of the Guide will be provided to PrimeCo upon request.
- 1.14 "Interconnection" means the physical connection of separate pieces of equipment, transmission facilities, etc., within, between and among networks, for the transmission and routing of exchange service and access to interexchange carriers. The architecture of interconnection may include collocation and/or mid-span meet arrangements.
- 1.15 "IXC" or "Interexchange Carrier" means a telecommunications service provider authorized by the FCC to provide interstate long distance communications services between LATAs and which is authorized by the State to provide such long distance communications services within the State.
- 1.16 "ISDN" or "Integrated Services Digital Network" means a switched network service providing end-to-end digital connectivity for the simultaneous transmission of voice and data.
- 1.17 "ISUP" means a part of the SS7 protocol that defines call setup messages and call takedown messages.
- 1.18 "Local Exchange Carrier" or "LEC" means any company certified by the Commission to provide local exchange telecommunications service.

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- 1.19 "Local Exchange Routing Guide" or "LERG" means the Bellcore reference customarily used to identify NPA-NXX routing and homing information.
- 1.20 "Local Traffic" for purposes of compensation between the Parties means traffic that is originated by an end user of one Party and terminates to the end user of the other Party within the same MTA (Major Trading Area) and, for GTE-originated traffic, within the same LATA, provided that PrimeCo provides service to its end user pursuant to its CMRS license issued by the FCC.
- 1.21 "MDF" or "Main Distribution Frame" means the distribution frame used to interconnect cable pairs and line trunk equipment terminating on a switching system.
- 1.22 "Meet-Point Billing" or "MPB" refers to an arrangement whereby two local service providers (i.e., the Parties) jointly provide the transport element of a switched access service to one of the local service provider's end office switches or mobile switching centers (MSCs), with each local service provider receiving an appropriate share of the transport element revenues as defined by effective access tariffs.
- 1.23 "MECAB" refers to the *Multiple Exchange Carrier Access Billing* ("MECAB") document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee ("CLC") of the Alliance for Telecommunications Industry Solutions ("ATIS"). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECs, or by one LEC in two or more states within a single LATA.
- 1.24 "MECOD" refers to the *Multiple Exchange Carriers Ordering and Design* ("MECOD") *Guidelines for Access Services - Industry Support Interface*, a document developed by the Ordering/Provisioning Committee under the auspices of the OBF, which functions under the auspices of the CLC of ATIS. The MECOD document, published by Bellcore as Special Report SR-STIS-002643, establishes methods for processing orders for access service which is to be provided by two or more LECs.
- 1.25 "Mid-Span Fiber Meet" means an Interconnection architecture whereby two carriers' fiber transmission facilities meet at a mutually agreed-upon POI.
- 1.26 "NANP" means the "North American Numbering Plan", the system of telephone numbering employed in the United States, Canada, and areas of the Caribbean that employ NPA 809, and any revisions thereto.
- 1.27 "NID" or "Network Interface Device" means the point of demarcation between the end user's inside wiring and GTE's facilities.

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- 1.28 "Numbering Plan Area" or "NPA" is also sometimes referred to as an area code. This is the three digit indicator which is defined by the "A", "B", and "C" digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "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, and 888 are examples of Non-Geographic NPAs.
- 1.29 "NXX", "NXX Code", "Central Office Code" or "CO Code" is the three digit switch entity indicator which is defined by the "D", "E", and "F" digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers. Historically, entire NXX code blocks have been assigned to specific individual local exchange end office switches.
- 1.30 "POI" means Point of Interconnection.
- 1.31 "Provider" means GTE and "Customer" means PrimeCo with respect to those services performed by GTE pursuant to this Agreement. PrimeCo shall be referred to as Provider and GTE shall be referred to as Customer with respect to those services performed by PrimeCo pursuant to this Agreement.
- 1.32 "PSAP" means Public Safety Answering Point.
- 1.33 "Rate Center" means the specific geographic point and corresponding geographic area that are associated with one or more particular NPA-NXX Codes that have been assigned to a LEC for its provision of Exchange Services. The Rate Center is identified by a specific V&H coordinate that is used to calculate distance-sensitive end user charges to/from the particular NPA-NXXs associated with the specific Rate Center.
- 1.34 "Routing Point" denotes a location that a LEC has designated on its network as the homing (routing) point for traffic that terminates to Exchange Services provided by the LEC that bear a certain NPA-NXX designation. The Routing Point is used to calculate airline mileage for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Bellcore Practice BR795-100-100, the Routing Point may be an end office location, or a "LEC Consortium Point of Interconnection." The Routing Point must be in the same LATA as the associated NPA-NXX.
- 1.35 "Service Control Point" or "SCP" is the node in the CCS 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 the SSP, performs

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subscriber or application-specific service logic, and then sends instructions back to the SSP on how to continue call processing.

- 1.36 "Service Switching Point" or "SSP" means a Signaling Point in the CCS network that can launch queries to databases and receive/interpret responses used to provide specific customer services.
- 1.37 "Signaling Point" or "SP" means a node in the CCS network that originates and/or receives signaling messages, or transfers signaling messages from one signaling link to another, or both.
- 1.38 "Signaling System 7" or "SS7" means the signaling protocol, Version 7, of the CCS network, based upon American National Standards Institute ("ANSI") standards.
- 1.39 "Signal Transfer Point" or "STP" means a packet switch in the CCS network that is used to route signaling messages among SSPs, SPs, SCPs and other STPs in order to set up calls and to query databases for advanced services. GTE's network includes mated pairs of local and regional STPs. STPs are provided in pairs for redundancy.
- 1.40 "Subsidiary" of a Party means a corporation or other legal entity that is majority owned by such Party.
- 1.41 "Synchronous Optical Network" or "SONET" means synchronous electrical ("STS") or optical channel ("OC") connections between LECs.
- 1.42 "Switched Access Service" means the offering of facilities for the purpose of the origination or termination of traffic to or from Exchange Service customers in a given area pursuant to a switched access tariff. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, 800 access and 900 access services.
- 1.43 "Two-Way Wireless Mobile Telecommunications Service Provider" means a CMRS provider of telephone exchange and exchange access services. CMRS providers are governed by 47 U.S.C. §332 (d) (1) as interpreted by the FCC and the federal courts.
- 1.44 "Vertical Features" (including "CLASS Features") means vertical services and switch functionalities provided by GTE, including: Automatic Call Back; Automatic Recall; Call Forwarding Busy Line/Don't Answer, Call Forwarding Don't Answer; Call Forwarding Variable; Call Forwarding - Busy Line; Call Trace; Call Waiting; Call Number Delivery Blocking Per Call; Calling Number Blocking Per-Line; Cancel Call Waiting; Distinctive Ringing/Call Waiting; Incoming Call Line Identification Delivery; Selective Call Forward; Selective Call Rejection; Speed Calling; and Three Way Calling/Call Transfer.

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- 1.45 “Wire Center” means a building or space within a building that serves as an aggregation point on a LEC’s network, where transmission facilities and circuits are connected or switched.

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ARTICLE III
GENERAL PROVISIONS

1. Scope of General Provisions. Except as may otherwise be set forth in a particular Article or Appendix of this Agreement, in which case the provisions of such Article or Appendix shall take precedence, these General Provisions apply to all Articles and Appendices of this Agreement.
2. Term and Termination.
 - 2.1 Term.
 - (a) Subject to the termination provisions contained in this Agreement, the term of this Agreement shall be one (1) year from the Effective Date and shall continue in effect for consecutive six (6) month terms until either Party gives the other Party at least ninety (90) days written notice of termination, consistent with Section 22 of this Article III ("Notice of Termination").
 - (b) Termination shall be effective:
 - (i) at the end of the term during which Notice of Termination is given; or,
 - (ii) in the event Notice of Termination is given less than ninety (90) days prior to the end of the then current term, this Agreement shall remain in effect for ninety (90) days after the date of the Notice of Termination.
 - (c) If either Party has submitted a request for negotiations under Section 252 of the Act, then, at the non-terminating Party's election, this Agreement may remain in full force and effect until the earlier of:
 - (i) the effective date of the new interconnection agreement; or,
 - (ii) ninety (90) days from the date on which termination would otherwise be effective under Section 2.1(b).
 - (d) In no event shall the term be extended beyond one hundred eighty (180) days beyond any term during which a Notice of Termination is given as provided in Section 2.1(a).
 - 2.2 Post-Termination Arrangements. Except in the case of termination as a result of either Party's default or a termination upon sale, for service arrangements made available under this Agreement and existing at the time of termination, those arrangements may continue without interruption under (a) a new arrangement voluntarily executed by the Parties; (b) standard terms and conditions approved and made generally effective by the Commission,

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if any; or (c) tariff terms and conditions made generally available to all competitive local exchange carriers or CMRS carriers.

2.3 Termination Upon Default. Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party, *provided however*, that the non-defaulting Party notifies the defaulting party in writing of the alleged default and that the defaulting Party does not cure the alleged default within thirty (30) calendar days of receipt of written notice thereof. Default is defined to include:

(a) A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or

(b) A Party's refusal or failure in any material respect properly to perform its obligations under this Agreement, or the violation any of the material terms or conditions of this Agreement.

2.4 Termination Upon Sale. Notwithstanding anything to the contrary contained herein, a Party may terminate this Agreement as to a specific operating area or portion thereof if such Party sells or otherwise transfers the area or portion thereof. The Party shall provide the other Party with at least ninety (90) calendar days' prior written notice of such termination. Notwithstanding termination of this Agreement as to a specific operating area, this Agreement shall remain in full force and effect in the remaining operating areas.

2.5 Liability upon Termination. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination.

3. Amendments. Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "this Agreement" shall include future amendments, modifications, and supplements.

4. Assignment. Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party, such consent not to be unreasonably withheld, shall be void, except that either Party may assign all of its rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is, or that was immediately preceding such assignment, a Subsidiary or Affiliate of that Party, or a Partner/Parent of PrimeCo (AirTouch, Inc., Bell Atlantic Corporation, NYNEX Corporation and U S West Inc.), without consent, but with written notification at least 60 days prior to consummation of the assignment. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party.

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5. Authority. Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.
6. Billing and Payment.
 - 6.1 Billing. Charges provided for on the Service Attachments shall be billed monthly. Parties agree to pay all charges specified on the Service Attachments within thirty (30) calendar days of the bill date as printed on the face of the bill. Parties shall not bill for services provided pursuant to this Agreement more than six (6) months prior to the date of the bill unless notification of a billing problem with respect to such services has been provided. In those circumstances, back-billing shall be limited to six (6) months prior to the date of notification of the billing problem. Parties shall not submit a claim regarding bills more than six (6) months after the bill date or six (6) months after the date of notification of a billing problem.
 - 6.2 Dispute. If either Party disputes a billing statement, the Party disputing the bill shall notify the other Party in writing regarding the nature and the basis of the dispute within six (6) months of the statement date or the date of notification provided in 6.1 above or the dispute shall be waived. The Parties shall diligently work toward resolution of all billing issues.
 - 6.3 Late Payment Charge. If any undisputed amount due on the billing statement is not received by the billing Party on the payment due date, the billing Party may charge, and the other Party agrees to pay, interest on the past due balance at a rate equal to the rate set forth in GTE/Contel state access tariff or the GTOC/GSTC FCC No. 1 tariff referenced in the applicable service attachment. Late payment charges shall be included on the next statement.
 - 6.4 Taxes. The billing Party shall charge and collect from the other Party, and the other Party agrees to pay to the billing Party, all appropriate federal, state, and local taxes, except to the extent the other Party notifies the billing Party and provides to the billing Party appropriate documentation that the other Party qualifies for a full or partial exemption.
7. Binding Effect. This Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.
8. Compliance with Laws and Regulations. Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.
9. Confidential Information.

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- 9.1 **Identification.** Either Party may disclose to the other proprietary or confidential customer, technical, or business information in written, graphic, oral or other tangible or intangible forms ("Confidential Information"). In order for information to be considered Confidential Information under this Agreement, it must be marked "Confidential" or "Proprietary," or bear a marking of similar import. Orally disclosed information shall be deemed Confidential Information only if contemporaneously identified as such and reduced to writing and delivered to the other Party with a statement or marking of confidentiality within twenty (20) calendar days after oral disclosure.
- 9.2 **Handling.** In order to protect such Confidential Information from improper disclosure, each Party agrees:
- (a) That all Confidential Information shall be and shall remain the exclusive property of the source;
 - (b) To limit access to such Confidential Information to authorized employees, contractors or agents who have a need to know the Confidential Information for performance of this Agreement and, before allowing any such contractors or agents to access the Confidential Information, cover the contractors or agents under an appropriate confidentiality agreement which contains substantially similar terms to those contained in this Section 9;
 - (c) To keep such Confidential Information confidential and to use at least the same level of care to prevent disclosure or unauthorized use of the received Confidential Information as it exercises in protecting its own Confidential Information of a similar nature;
 - (d) Not to copy, publish, or disclose such Confidential Information to others or authorize anyone else to copy, publish, or disclose such Confidential Information to others without the prior written approval of the source;
 - (e) To return promptly any copies of such Confidential Information to the source at its request; and
 - (f) To use such Confidential Information only for purposes of fulfilling work or services performed hereunder and for other purposes only upon such terms as may be agreed upon between the Parties in writing.
- 9.3 **Exceptions.** These obligations shall not apply to any Confidential Information that was legally in the recipient's possession prior to receipt from the source, was received in good faith from a third party not subject to a confidentiality obligation to the source, now is or later becomes publicly known through no breach of confidentiality obligation by the recipient, was developed by the recipient without the developing person's having access to any of the Confidential Information received in confidence from the source, or that is required to be disclosed pursuant to subpoena or other process issued by a court or

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administrative agency having appropriate jurisdiction, provided, however, that the recipient shall give prior notice to the source and shall reasonably cooperate if the source deems it necessary to seek protective arrangements.

- 9.4 Survival. The obligation of confidentiality and use with respect to Confidential Information disclosed by one Party to the other shall survive, notwithstanding any termination of this Agreement, for a period of three (3) years from the date of the initial disclosure of the Confidential Information.
10. Consent. Where consent, approval, or agreement is required of a Party, it shall not be unreasonably withheld or delayed.
11. Cooperation on Fraud Minimization. The Parties shall cooperate with one another to investigate, minimize and take corrective action in cases of fraud. The Parties' fraud minimization procedures are to be cost effective and implemented so as not to unreasonably burden or harm either Party or one Party as compared to the other. At a minimum, such cooperation shall include, when permitted by law or regulation, providing the other Party, upon reasonable request, relevant information concerning end users who terminate services to that Party without paying all outstanding charges, when that Party is notified that such end user seeks service from the other Party. If required, it shall be the responsibility of the Party seeking the information to secure the end user's permission (in the format required by law) to obtain the information.
12. Dispute Resolution.
- 12.1 Alternative to Litigation. The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedure as their sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach.
- 12.2 Negotiations. At the written request of a Party, each Party will promptly appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The Parties intend that these negotiations be conducted by appropriate business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery and production, which shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the

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negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.

- 12.3 Arbitration. If the negotiations do not resolve the dispute within sixty (60) days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A Party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each Party may submit in writing to the other Party, and that Party shall so respond to, a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each Party is also entitled to take the oral deposition of one individual of another Party. Additional discovery may be permitted upon mutual agreement of the Parties. The number of interrogatories and the number of individuals who may be deposed in the conduct of an arbitration under this Section may be expanded at the discretion of the Arbitrator, but only upon a showing of necessity. The Party to respond to the additional interrogatories or depositions may oppose the showing of necessity within five (5) days of Notice of the showing of necessity. The Party requesting additional interrogatories or depositions may reply to the opposition within two (2) days of Notice of the opposition. Within five (5) days of receipt of the reply, the Arbitrator shall decide whether the burden of a showing of necessity was met. If the burden of the showing of necessity was met, the arbitrator shall order the additional interrogatories or deposition, as appropriate. The arbitration hearing shall be commenced within sixty (60) days of the demand for arbitration. The arbitration shall be held at a location mutually agreed upon by the Parties. If, however, within five (5) days of receipt of a Notice of Arbitration, the Parties cannot agree on the place in which the Arbitration will be held, it will be held in the State capital. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.
- 12.4 Costs. Each Party shall bear its own costs of these procedures. A Party seeking discovery shall reimburse the responding Party the reasonable costs of production of documents (including search time and reproduction costs). The Parties shall equally split the fees and other costs of the arbitration and the arbitrator.
13. Entire Agreement. This Agreement constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No

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representations, understandings, agreements, or warranties, expressed or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

14. Expenses. Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.
15. Force Majeure. In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); *provided however*, that the Party so affected shall use diligent efforts to avoid or remove such causes of nonperformance and both Parties shall exercise diligent efforts to resume full performance as promptly as is reasonably practicable and not later than 60 days following removal or cessation of the force majeure event.
16. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State where the Services are provided or the facilities reside and shall be subject to the exclusive jurisdiction of the courts therein.
17. Headings. The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.
18. Independent Contractor Relationship. The persons provided by each Party shall be solely that Party's employees, contractors or agents and shall be under the sole and exclusive direction and control of that Party. They shall not be considered employees of the other Party for any purpose. Each Party shall remain an independent contractor with respect to the other and shall be responsible for its own compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions and payment of wages. Each Party shall also be responsible for payment of taxes, including federal, state and municipal taxes, chargeable or assessed with respect to its employees, such as Social Security, unemployment, workers' compensation, disability insurance, and federal and state withholding. Each Party shall indemnify the other for any loss, damage, liability, claim, demand, or penalty that may be sustained by reason of its failure to comply with this provision.
19. Liability and Indemnity.

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- 19.1 **Tort Claims.** Each Party agrees to release, indemnify, defend, and hold harmless the other Party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, whether suffered, made, instituted, or asserted by any other party or person, for invasion of privacy, personal injury to or death of any person or persons, or for losses, damages, or destruction of property, whether or not owned by others, proximately caused by the indemnifying Party's negligence or willful misconduct, regardless of form of action.
- 19.2 **End User and Content-Related Claims.** Each Party agrees to release, indemnify, defend, and hold harmless the other Party, its affiliates, and any third-party provider or operator of facilities involved in the provision of services or facilities under this Agreement (collectively, the "Indemnified Parties") from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by the Party's end users against an Indemnified Party arising from services or facilities under this Agreement. Each Party further agrees to release, indemnify, defend, and hold harmless the Indemnified Parties from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by any third party against an Indemnified Party arising from or in any way related to actual or alleged defamation, libel, slander, interference with or misappropriation of proprietary or creative right, or any other injury to any person or property arising out of content transmitted by a Party or a Party's end users, or any other act or omission of a Party or a Party's end users relating to this Agreement.
- 19.3 **DISCLAIMER.** EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, A PARTY MAKES NO REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.
- 19.4 **Limitation of Liability.** The Parties liability to one another, whether in contract, tort or otherwise, shall be limited to direct damages, which shall not exceed the pro rata portion of the monthly charges for the services or facilities for the time period during which the services or facilities provided pursuant to this Agreement are inoperative, not to exceed in total the billing Party's monthly charge to the other Party. Under no circumstance, except for willful misconduct, shall either Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, the Parties recognize that one Party

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may, from time to time, provide advice, make recommendations, or supply other analysis related to the services or facilities described in this Agreement, and, while that Party shall use diligent efforts in this regard, the other Party acknowledges and agrees that this limitation of liability shall apply to provision of such advice, recommendations, and analysis.

- 19.5 **Intellectual Property.** 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 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 or use of any facilities by either Party under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party.
20. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.
21. **No Offer.** Submission of this Agreement for examination or signature does not constitute an offer by Provider for the provision of the products or services described herein. This Agreement will be effective only upon execution and delivery by both Parties.
22. **Notices.** Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally, on the date receipt is acknowledged in writing by the recipient if delivered by regular U.S. mail, or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Notice may also be provided by facsimile, which shall be effective on the next Business Day following the date of transmission, which shall be shown by confirmation of receipt of the facimile machine. Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable address indicated below or such address as the Party to be notified has designated by giving notice in compliance with this section:

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If to GTE: GTE Florida Incorporated
Attention: Ms. Marceil M. Morrell
AVP & Associate Counsel
Mail Code FLTC0717
201 N. Franklin
Tampa, FL 33602
Facsimile No. 813-279-9825

Copy to: Director - Carrier Markets
Mail Code HQE02L69
GTE Telephone Operations
600 Hidden Ridge Drive
Irving, TX 75038

If to PrimeCo: PrimeCo Personal Communications
Attention: Director - Technology Management
6 Campus Circle
Westlake, TX 76262-8220
Facsimile number: 817-258-1805

Copy to: PrimeCo Personal Communications
VP - External Affairs and General Counsel
6 Campus Circle
Westlake, TX 76262-8220
Facimile number: 817-258-1602

23. Protection.

23.1 Impairment of Service. The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to their plant, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities or create hazards to the employees of either Party or to the public (each hereinafter referred to as an "Impairment of Service").

23.2 Resolution. If either Party causes an Impairment of Service, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem and that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the

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Impairing Party is unable to promptly remedy the Impairment of Service, then the Impaired Party may at its option temporarily discontinue the use of the affected circuit, facility or equipment.

24. **Publicity.** Any news release, public announcement, advertising, or any form of publicity pertaining to this Agreement, provision of services, unbundled network elements or facilities pursuant to it, or association of the Parties with respect to provision of the services described in this Agreement shall be subject to prior written approval of both GTE and PrimeCo.

25. **Regulatory Agency Control.** This Agreement shall at all times be subject to changes, modifications, orders, and rulings by the Federal Communications Commission and/or the applicable state utility regulatory commission to the extent the substance of this Agreement is or becomes subject to the jurisdiction of such agency. If this Agreement is subject to advance approval of a regulatory agency, this Agreement shall become effective on the day after written notice of such approval has been issued by the regulatory agency. Such date shall become the "effective date" of this Agreement for all purposes.

26. **Rule of Construction.** No rule of construction requiring interpretation against the drafting party hereof shall apply in the interpretation of this Agreement.

27. **Section References.** Except as otherwise specified, references within an Article of this Agreement to a Section refer to Sections within that same Article.

28. **Severability.** Unless otherwise provided under this Agreement, if any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid or unenforceable, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results, in the opinion of either Party, in a material change to this Agreement. If a material change as described in this paragraph occurs as a result of action by a court or regulatory agency, the Parties shall negotiate in good faith for replacement language. If replacement language cannot be agreed upon within sixty (60) days of the date on which the order of such court or regulatory body becomes a final order, or such other reasonable period to which the Parties agree, either Party may terminate this Agreement without penalty or liability for such termination upon ninety (90) days written notice to the other Party, unless earlier termination is required by law or regulation.

29. **Subcontractors.** Provider may enter into subcontracts with third parties or affiliates for the performance of any of Provider's duties or obligations under this Agreement.

30. **Subsequent Law.** The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations or guidelines that subsequently may be prescribed by any federal, state or local governmental authority of competent jurisdiction. To the extent required by any such subsequently prescribed law, rule, regulation or guideline, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into

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compliance with such law, rule, regulation or guideline. The provisions of Section 28 hereof shall apply to such modifications.

31. Trademarks and Trade Names. Except as specifically set out in this Agreement, nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever.

32. Waiver. The failure of either Party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to it under this Agreement, shall not be construed as a waiver of such provision or any provisions of this Agreement, and the same shall continue in full force and effect.

33. Amendment of Certain Rates. The rates in this Agreement that are specified as follows (the "AT&T Rates") were taken from the GTE/AT&T Interconnection, Resale and Unbundling Agreement (the AT&T Agreement) approved by the Commission in Case Nos. 960980 and 960847.

"AT&T Rates"	End Office Switching	\$.0025/mou
	Access Tandem Switching	\$.00125/mou

The rates not included in this Agreement but referenced below (the "GTE Rates") were excluded from the AT&T Agreement by the Commission in Case Nos. 960980 and 960847.

"GTE Rates"	End Office Switching	\$.0109148/mou
	Access Tandem Switching	\$.0009512/mou
	Transport Termination	\$.0001792/mou/term
	Transport Facilities	\$.0000172/mou/mile

GTE and PrimeCo agree that if the "AT&T Rates" are deemed to be unlawful, or are stayed, enjoined or otherwise modified, in whole or in part, by a court or regulatory commission of competent jurisdiction, then this Agreement shall be deemed to have been amended accordingly, by modification of the "AT&T Rates" or, as appropriate, the substitution of "GTE Rates" for all stayed and enjoined "AT&T Rates", and such amendments shall be effective retroactive to the Effective Date of this Agreement.

GTE and PrimeCo further agree that the terms and conditions of this Agreement reflect certain requirements of the FCC's First Report and Order in CC Docket No. 96-98. The terms and conditions of this Agreement shall be subject to any and all actions by any court or other governmental authority that invalidate, stay, vacate or otherwise modify the FCC's First Report and Order, in whole or in part ("Action"). To the extent warranted by any Action, the Parties agree that this Agreement shall be deemed to have been modified accordingly. To the extent possible, the Parties agree to apply any terms and

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conditions modified by Actions retroactively to the Effective Date. If the terms and conditions modified by Action are not subject to retroactive application, the Parties shall immediately apply any terms and conditions modified by Action, including any in other sections and articles of this Agreement, consistent with the Action, and within a reasonable time incorporate such modified terms and conditions in writing into the Agreement. If the terms of this Agreement are affected by such Action and either Party determines they cannot be consistently applied therewith, the Parties shall promptly commence negotiations on such replacement terms as may be required. Each Party acknowledges that the other Party may seek to enforce any Action before a regulatory commission or court of competent jurisdiction, or to resolve any disagreement as to appropriate replacement terms. This Agreement will remain in effect pending the conclusion of any such proceeding, subject to the true-up of the result of any such proceeding to the Effective Date of this Agreement. GTE does not waive any position regarding the illegality or inappropriateness of the FCC's First Report and Order.

The rates (including rates which may be applicable under true-up) specified in both the "GTE Rates" and the "AT&T Rates" are further subject to amendment, retroactive to the Effective Date of the Agreement, to provide for charges or rate adjustments resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine GTE's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered GTE costs (including GTE's end user surcharge)), the establishment of a competitively neutral universal service system, or any appeal or other litigation.

If the Commission (or any other commission or federal or state court) in reviewing this Agreement pursuant to applicable state and federal laws, including Section 252(e) of the Telecommunications Act of 1996, deletes or modifies in any way this Section 33, PrimeCo agrees that this entire Agreement is void and will not become effective, and PrimeCo agrees to withdraw this Agreement from consideration by the Commission (or any other commission or federal or state court).

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ARTICLE IV
INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC

1. Services Covered by This Article.
 - 1.1 Types of Services. This Article governs the provision of internetwork facilities (i.e., physical interconnection services and facilities), meet point billing by GTE to PrimeCo or by PrimeCo to GTE and the transport and termination of Local Traffic between GTE and PrimeCo. The services and facilities described in this Article shall be referred to in this Article IV as the "Services."
 - 1.2 Service Locations for Interconnection Services and Facilities. Appendix A, Service Matrix, attached to this Agreement and made a part hereof, sets forth the Services and each location in the State where a Service shall be provided (the "Service Locations") and the Point of Interconnection ("POI") for such Services. The Parties shall update Appendix A (including the accompanying Service Attachment - Appendix B) whenever a new Service or a new Service Location is added to this Agreement in accordance with Section 1.3.
 - 1.3 Additional Services or Service Locations. If, during the term of this Agreement, GTE desires to provide to PrimeCo and PrimeCo desires to purchase from GTE, or PrimeCo desires to provide to GTE and GTE desires to purchase from PrimeCo, additional services in the State, or existing Services in new locations in the State, GTE shall complete a new Appendix A Service Matrix and Appendix B Service Attachment(s) and provide to PrimeCo. The Appendix A shall be signed by GTE's authorized Account Manager and an authorized representative of PrimeCo, applied to this agreement, and thereby made wholly a part of and subject to this Agreement. Upon the date indicated on the Service Attachment accompanying the Service Matrix and continuing through the remaining term of this Agreement, the new Services shall be deemed part of the Services provided pursuant to this Article and/or the new locations shall be deemed part of the Service Locations.
2. Billing and Rates.
 - 2.1 Rates and Charges. Each Party agrees to pay the other the rates and charges for the Services set forth in the applicable appendices to this Agreement. Rates and charges are set forth in Appendix C attached to this Agreement and made a part hereof.
 - 2.2 Billing. Each Party shall render to the other Party a bill for interconnection services on a current basis. Charges for physical facilities and other nonusage sensitive charges shall be billed in advance, except for charges and credits associated with the initial or final bills. Usage sensitive charges, such as charges for termination of Local Traffic, shall be billed in arrears. Other information related to billing is contained in Appendix C.

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3. Transport and Termination of Traffic.
 - 3.1 Types of Traffic. Except as provided elsewhere in this Agreement, the Parties shall reciprocally terminate Local Traffic originating on each other's networks utilizing either direct or indirect network interconnections as provided in this Article IV. Only traffic originated by the Parties' end user customers is to be exchanged. This Agreement includes traffic originated by other carriers that may be providing service through the resale of services of one of the Parties, provided that the reseller is providing service that is of the same type as is provided by the reselling Party. This agreement is limited to traffic of GTE end user customers for which GTE has tariff authority to carry. This agreement is limited to traffic of PrimeCo end user customers to which PrimeCo provides two-way wireless service under its CMRS license.
 - 3.2 Audits. Either Party may conduct an audit of the other Party's books and records, no more frequently than once per twelve (12) month period, to verify the other Party's compliance with provisions of this Article IV. Any audit shall be performed as follows: (i) following at least thirty (30) days' prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations; and (vi) in compliance with the audited Party's security rules. Audit findings may be applied retroactively for no more than 12 months from the date the audit began, such date being the earlier of the date of an audit opening meeting or the date on which the first request for information is received by the audited Party.
 - 3.3 Compensation For Exchange Of Traffic. The Parties shall compensate each other for the exchange of Local Traffic in accordance with Appendix C attached to this Agreement and made a part hereof. Charges for the transport and termination of non-local traffic shall be in accordance with applicable intrastate or interstate access tariffs, as appropriate.
 - 3.4 Tandem Switching Services. GTE will provide tandem switching at GTE access tandems for traffic between PrimeCo and GTE end offices subtending the GTE access tandem, as well as for traffic between PrimeCo and non-GTE end offices subtending GTE access tandems. By transporting traffic to a non-GTE end office(s) via a GTE tandem, PrimeCo assumes responsibility for compensating GTE for that tandem switched traffic between PrimeCo and the non-GTE end office(s). By transporting traffic to non-GTE end offices via a GTE tandem, PrimeCo assumes responsibility for compensation to the non-GTE end office company. GTE will bill PrimeCo for each minute of use PrimeCo generates that is tandem-switched. The applicable rate for this charge is identified in Appendix C.
4. Direct Network Interconnection.

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4.1 Network Interconnection Architecture. Where the Parties mutually agree to directly interconnect their respective networks, interconnection will be as specified in the following subsections. The POIs shall be set forth in Appendix A attached to this Agreement and made a part hereof.

4.1.1 Subject to mutual agreement, the Parties may use the following types of network facility interconnection. For each POI set forth in Appendix A, the Parties shall specify the type of interconnection used at that POI.

(a) A Mid-Span Fiber Meet within an existing GTE exchange area whereby the Parties mutually agree to jointly plan and engineer their facility meet-point at a designated manhole or junction location. The meet point is the demarcation between ownership of the fiber transmission facility. Each party is individually responsible for its incurred costs in establishing this arrangement.

(b) A Virtual EIS arrangement at a GTE wire center subject to the rates, terms, and conditions contained in GTE's applicable tariffs.

(c) A special access arrangement terminating at a GTE wire center subject to the rates, terms, and conditions contained in GTE's applicable tariffs.

4.1.2 Virtual EIS arrangements are governed by appropriate GTE tariffs. GTE shall not permit direct connections (optical patch panel) or cross-connection ("DSX") between any Virtual EIS arrangements at the same wire center location. However, this Agreement does not preclude PrimeCo from acquiring GTE special access service to connect a Virtual EIS arrangement to a distant GTE wire center or connect between Virtual EIS arrangements in different wire centers.

4.2 Compensation. The Parties agree to the following compensation for internetwork facilities, depending on facility type.

4.2.1 Mid-Span Fiber Meet: GTE will charge special access (flat rated) transport from the applicable intrastate access tariff and will rate charges between the POI and GTE's interconnection switch. Charges will be reduced to reflect the proportionate share of the facility that is used for transport of traffic originated by GTE. PrimeCo will charge flat rated transport to GTE for PrimeCo facilities used by GTE. PrimeCo will apply charges based on the lesser of: (i) the airline mileage from the POI to the PrimeCo switch; or (ii) the airline mileage from the GTE switch to the serving area boundary.

4.2.2 Virtual EIS: GTE will charge Virtual EIS rates from the applicable GTE tariff. PrimeCo will charge GTE flat rated transport to reflect the proportionate share of the facility that is used for transport of traffic originated by GTE. PrimeCo will

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apply charges based on the lesser of: (i) the airline mileage from the POI to the PrimeCo switch; or (ii) two (2) times the airline mileage from the GTE switch to the serving area boundary.

- 4.2.3 Special Access: GTE will charge special access rates from the applicable GTE intrastate access tariff. Charges will be reduced to reflect the proportionate share of the facility that is used for transport of traffic originated by GTE.
- 4.2.4 The Parties' proportionate share of flat rated transport facilities will be based upon the Parties' proportionate usage of the facilities, as specified in Appendix C.

4.3 Trunking Requirements.

- 4.3.1 GTE shall make trunks available to PrimeCo over which PrimeCo shall terminate traffic originated from end users of PrimeCo-provided two-way wireless mobile telecommunications services to end users of GTE-provided Exchange Services.
- 4.3.2 PrimeCo shall make trunks available to GTE trunks over which GTE shall terminate Local Traffic and intraLATA toll or optional local/toll calling arrangements traffic originated from end users of GTE-provided Exchange Service to end users of PrimeCo-provided two-way wireless mobile telecommunications services.
- 4.3.3 PrimeCo and GTE shall, where applicable, make reciprocally available, by mutual agreement, the required trunk groups to handle different traffic types. PrimeCo and GTE agree to work cooperatively to agree on network trunking within sixty (60) days following full execution of this Agreement. PrimeCo and GTE will support the provisioning of trunk groups that carry combined or separate Local Traffic and intraLATA toll and optional EAS traffic. GTE requires separate trunk groups from PrimeCo to terminate interLATA calls and to provide Switched Access Service to IXCs.
- 4.3.4 Each Party agrees to route traffic only over the proper jurisdictional trunk group. Each Party shall only deliver traffic over the local interconnection trunk groups to the other Party's access tandem for those publicly-dialable NXX Codes served by end offices that directly subtend the access tandem. In no event shall either Party route Switched Access Service traffic over local interconnection trunks.
- 4.3.5 PrimeCo will provide a Percent Local Usage ("PLU") factor on a quarterly basis to identify the proper jurisdiction of each call type that is carried over the required trunks. If this percentage is not received quarterly, the Parties shall use the last previous reported percentage. The PLU factor is identified on Appendix C.

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- 4.3.6 Reciprocal traffic exchange arrangement trunk connections shall be made at a DS-1 or multiple DS-1 level, DS-3, (SONET where technically available) and shall be jointly-engineered to an objective P.01 grade of service.
- 4.3.7 PrimeCo and GTE agree to use diligent efforts to develop and agree on a Joint Interconnection Grooming Plan prescribing standards to ensure that the reciprocal traffic exchange arrangement trunk groups are maintained at consistent P.01 or better grades of service. Such plan shall also include mutually-agreed upon default standards for the configuration of all segregated trunk groups.
- 4.3.8 Signaling System 7 (SS7) Common Channel Signaling will be used to the extent that such technology is available.
- 4.4 Calling Scopes. Where interconnection is made at a GTE access tandem, this agreement allows PrimeCo to originate traffic to and receive traffic from only those end user customers served by end offices subtending that access tandem. Where interconnection is made at a GTE end office, this agreement allows PrimeCo to originate traffic to and receive traffic from only those end user customers served by that end office.
5. Indirect Network Interconnection. Either Party may deliver traffic destined to terminate at the other Party's end office via another LEC's tandem provided that the Parties have established compensation agreement(s) specific to this arrangement. Neither Party shall deliver traffic destined to terminate at the other Party's end office via another LEC's end office. In addition, neither Party shall deliver traffic destined to terminate at an end office subtending the other Party's access tandem via another LEC's access tandem.
6. Number Resources.
- 6.1 Number Assignment. Nothing in this Agreement shall be construed to, in any manner, limit or otherwise adversely impact PrimeCo's right to employ or to request and be assigned any NANP number resources including, but not limited to, Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines. Any request for numbering resources by PrimeCo shall be made directly to the NANP Number Plan Administrator. Except with respect to those areas in which GTE is the NANP Number Plan administrator, GTE shall not be responsible for the requesting or assignment of number resources to PrimeCo. PrimeCo shall not request number resources to be assigned to any GTE switching entity.
- 6.2 Rate Centers. For purposes of compensation between the Parties and the ability of GTE to appropriately apply its toll tariff to its end user customers, the Parties will utilize Rate Centers published in the LERG for all NPA-NXX codes.

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- 6.3 Routing Points. PrimeCo may designate one or more routing points for each of its NPA-NXX codes. Routing points may or may not correspond with the published LERG. Routing points may only be designated at POIs.
- 6.4 Code Administration. The Parties will comply with code administration requirements as prescribed by the FCC, the Commission, and accepted industry guidelines.
- 6.5 Programming Switches. It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the Local Exchange Routing Guide (LERG) guidelines 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.
7. Meet-Point Billing.
- 7.1 Meet-Point Arrangements.
 - 7.1.1 PrimeCo may establish Meet-Point Billing ("MPB") arrangements with GTE in order to provide Switched Access Services to third parties (or to PrimeCo if acting as an IXC) via a GTE access tandem in accordance with the MPB guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents, except as modified herein.
 - 7.1.2 Except in instances of capacity limitations, GTE shall permit and enable PrimeCo to sub-tend the GTE access tandem(s) nearest to the PrimeCo Rating Point(s) associated with the NPA-NXX(s) to/from which the Switched Access Services are homed. In instances of capacity limitation at a given access tandem, PrimeCo shall be allowed to subtend the next-nearest GTE access tandem in which sufficient capacity is available.
 - 7.1.3 Interconnection for the MPB arrangement shall occur at the POI.
 - 7.1.4 Common Channel Signaling rather than in-band signaling shall be utilized in conjunction with MPB interconnection arrangements to the extent such signaling is resident in the GTE access tandem switch.
 - 7.1.5 PrimeCo and GTE will use diligent efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.

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- 7.1.6 As detailed in the MECAB document, PrimeCo and GTE will, in a timely fashion, exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by PrimeCo and GTE via the meet-point arrangement. Information shall be exchanged in Electronic Message Record ("EMR") format, on magnetic tape or via a mutually acceptable electronic file transfer protocol.
- 7.1.7 PrimeCo and GTE shall work cooperatively to coordinate rendering of Meet-Point bills to customers, and shall reciprocally provide each other usage data and related information at no charge.
- 7.2 Compensation.
- 7.2.1 Initially, billing to third parties for the Switched Access Services jointly provided by PrimeCo and GTE via the MPB arrangement shall be according to the multiple-bill/multiple-tariff method (MB/MT method). The MB/MT method means that each company will render their bill at their own rates to the third party.
- 7.2.2 Subsequently, PrimeCo and GTE may mutually agree to implement one of the following options for billing to third parties for the Switched Access Services jointly provided by PrimeCo and GTE via the MPB arrangement: single-bill/single tariff method, single-bill/multiple tariff method, multiple-bill/single tariff method, or to continue the multiple-bill/multiple tariff method. Should PrimeCo prefer to change among these billing methods, PrimeCo shall notify GTE in writing, ninety (90) days in advance of the date on which such change is desired to be implemented.
8. Common Channel Signaling. Direct connections between STPs will be covered under a separate agreement.
- 8.1. Service Description. The Parties will provide CCS to one another via SS7 network interconnection, where and as available, in the manner specified in FCC Order 95-187, in conjunction with all traffic exchange trunk groups. The Parties will cooperate on the exchange of all appropriate SS7 messages for local and intraLATA call set-up signaling, including ISUP and Transaction Capabilities Application Part ("TCAP") messages to facilitate full interoperability of all CLASS Features and functions between their respective networks. Any other SS7 message services to be provided using TCAP messages (such as data base queries) will be jointly negotiated and agreed upon.
- 8.2 Signaling Parameters. All SS7 signaling parameters will be provided in conjunction with traffic exchange trunk groups, where and as available. These parameters include Automatic Number Identification ("ANI"), Calling Party Number ("CPN"), Privacy Indicator, calling party category information, originating line information, charge number,

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etc. Also included are all parameters relating to network signaling information, such as Carrier Information Parameter ("CIP"), wherever such information is needed for call routing or billing.

- 8.3 Privacy Indicators. Each Party will honor all privacy indicators as required under applicable law.
- 8.4 Connection Through STP. SS7 interconnections must be with the GTE STP(s) serving the geographic area in which the traffic exchange trunk groups are interconnected.
- 8.5 Third Party Signaling Providers. PrimeCo may choose a third-party SS7 signaling provider to transport messages to and from the GTE SS7 network. In that event, that third-party provider must present a letter of agency to GTE, prior to the testing of the interconnection, authorizing the third party to act on behalf of PrimeCo in transporting SS7 messages to and from GTE. The third-party provider must interconnect with the GTE STP(s) serving the geographic area in which the traffic exchange trunk groups are interconnected.
- 8.6 Multi-Frequency Signaling. In the case where CCS is not available, in band Multi-Frequency ("MF"), wink start, E & M channel associated signaling with ANI will be provided by the Parties. Network signaling information, such as CIC/OZZ, will be provided wherever such information is needed for call routing or billing.
9. Transition and Implementation. The Parties acknowledge that there may be certain instances in which existing arrangements between the Parties are not in accordance with the requirements of this agreement. Existing interconnection arrangements that are not in compliance with the requirements of this agreement shall not fall under the scope of this agreement until they are brought into compliance with the requirements of this agreement. Until such arrangements are brought into compliance with the requirements of this agreement, compensation will be in compliance with effective FCC rules, specifically §51.717. The Parties agree to use their best efforts to bring all arrangements into compliance with the terms and conditions of this agreement within six (6) months of the effective date of this agreement or within whatever other period may be mutually agreeable to the Parties.

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ARTICLE V
ADDITIONAL SERVICES AND COORDINATED SERVICE ARRANGEMENTS

1. Coordinated Repair Calls. The Parties will employ the following procedures for handling misdirected repair calls:

- 1.1 The Parties will educate their respective customers as to the correct telephone numbers to call to access their respective repair or customer care centers.
- 1.2 To the extent that the correct provider of service to the customer is identifiable, the Parties will refer customers that make misdirected repair calls to the other Party to the telephone number provided by the provider of service to that customer. Such referrals will be made in a courteous manner and at no charge to the other Party. Communications with end users of the other Party during such misdirected calls other than referral to the correct number are prohibited.
- 1.3 The Parties will provide their respective repair/customer care contact numbers to one another on a reciprocal basis.

2. 911 Arrangements. To provide basic 911 services by connection to GTE's 911 selective router (i.e., 911 tandem), the following terms and conditions will apply.

- 2.1 Description of Service. GTE will provision basic 911 service over an auxiliary connection. A minimum of two 911 trunks, or that quantity necessary to provide P.01 Transmission Grade of Service is required. Basic 911 does not include detailed location information. PrimeCo will compensate GTE for the full cost of provisioning the auxiliary connection and a selective router port charge. Charges for the selective port will be at the rates set forth in GTE general exchange tariff. Mobile to Land usage charges are not applicable on the 911 trunks.
- 2.2 Transport. PrimeCo may obtain transport from GTE for the transport of the auxiliary connection at the rates set forth in GTE's intrastate switched access tariff or in GTE's intrastate special access tariff.
- 2.3 Cooperation and Level of Performance. The Parties will work together to facilitate the prompt, reliable and efficient interconnection of PrimeCo's systems to the 911 platform, without degradation to PrimeCo's existing 911 level of performance and grade of service.
- 2.4 Enhanced 911 (E911). When technically feasible, the Parties agree that they shall make provisions to ensure access by all of PrimeCo's customers to E911, as required by FCC Docket 94-102. The Parties are responsible for their own network requirements to

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establish E911 connectivity. A separate agreement is necessary between the Parties for E911 services to be provided by GTE.

3. Information Services Traffic. In the event that either Party routes traffic for information services to the other, the following terms and conditions will apply.
 - 3.1. Routing. Each Party shall route traffic for information services (e.g. 900, 976, N11, weather lines, sports lines, etc.) that originates on its network to the appropriate information services platforms connected to the other Party's network over the Local/IntraLATA trunks.
 - 3.2. Recording. The Party on whose network the information services traffic originated (the "Originating Party") shall provide the recorded call detail information to the Party to whose information platform the information services traffic terminated (the "Terminating Party").
 - 3.3. Rating. The Terminating Party shall provide to the Originating Party all rating information necessary to bill the information services traffic to the Originating Party's end users pursuant to the Terminating Party's agreements with each information provider.
 - 3.4. Billing and Collection. The Originating party shall bill and collect such information service charges and shall remit the amounts collected to the Terminating Party less:
 - (a) a mutually agreed upon fee for providing billing and collection of the information service charges; and
 - (b) any uncollectibles reserve, which shall be calculated based on the uncollectibles reserve in the Terminating Party's billing and collection agreement with the applicable information services provider; and
 - (c) any customer adjustment provided by the Originating Party.
 - 3.5. Blocking. Nothing in this Agreement shall restrict either Party from offering to its end user customers the ability to block the completion of information service traffic.
4. Directory Assistance (DA) and Operator Services. At PrimeCo's request, GTE will provide to PrimeCo directory assistance services and/or operator services pursuant to separate contracts to be negotiated in good faith between the Parties.

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ARTICLE VI
ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY

To the extent lawfully required by the Act, GTE shall each afford to PrimeCo access to the poles, ducts, conduits and rights of way it owns or controls on terms, conditions and prices comparable to those offered to any other entity pursuant to GTE's tariffs and/or standard agreements.

IN WITNESS WHEREOF, each Party has executed this Agreement to be effective pursuant to Section 25 of Article III.

GTE Florida Incorporated

By Connie Nicholas

Name Connie E. Nicholas
Assistant Vice President

Title Wholesale Markets-Interconnection

Date January 12, 1998

PrimeCo

By Limond Grindstaff

Name Limond Grindstaff

Title VP/CTO - Engineering & Operations

Date December 17, 1997

APPROVED AS TO FORM BY
LEGAL DEPARTMENT

[Signature]

REVIEWED BY TJH
OF PRIMECO'S LEGAL DEPT

Contract ID: _____

ISSUE DATE: _____

APPENDIX A
SERVICE MATRIX

Service Location (identified by tandem serving area)	POI (Identified by CLLI code)	Services (identified by _____)
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GTE
By _____
Name _____
Title _____
Date _____

PrimeCo
By _____
Name _____
Title _____
Date _____

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APPENDIX B
SERVICE ATTACHMENTS

Service Attachment ID: _____

SERVICE ATTACHMENT
ACCESS TANDEM INTERCONNECTION

Location: city, state (CLLI code)

Legal Entities:

Effective Date: (Enter Effective Date)

Section 1 - Interconnection Facilities

1.1 The interconnection facilities for this Access Tandem Interconnection are _____.
(Enter appropriate facility type DS1 or DS3)

1.1.1 Charges for the interconnection facilities are based on the (GTE _____ Tariff or ICB) and are subject to change during the term of this Agreement.

1.1.1.1 If ICB, the following rate elements and charges apply:

1.1.1.1.1 Non-recurring charges:

(list applicable NRC rate elements and rates)

1.1.1.1.2 Monthly Recurring charges:

(list applicable MRC rate elements and rates)

Section 2 - CCS7 Access Service Connection (To be completed if this is an SS7 interconnection.)

2.1 The CCS7 Access Service Connection (Type S) required for this service is provided by _____.
(Enter appropriate provider, GTE or Other.)

2.1.1 If the CCS7 Access Service Connection (Type S) is provided by GTE, the facility charges are based on the _____ (Enter appropriate, GTOC or GSTC) FCC NO. 1 Tariff and are subject to change during the term of this Agreement.

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Service Attachment ID: _____

SERVICE ATTACHMENT
END OFFICE INTERCONNECTION

Location: city, state (CLLI code)

Legal Entities:

Effective Date: (Enter Effective Date)

Section 1 - Interconnection Facilities

1.1 The interconnection facilities for this End Office Interconnection are _____. (Enter appropriate facility type DS1 or DS3)

1.1.1 Charges for the interconnection facilities are based on the (GTE _____ Tariff or ICB) and are subject to change during the term of this Agreement.

1.1.1.1 If ICB, the following rate elements and charges apply:

1.1.1.1.1 Non-recurring charges:

(list applicable NRC rate elements and rates)

1.1.1.1.2 Monthly Recurring charges:

(list applicable MRC rate elements and rates)

Section 2 - CCS7 Access Service Connection (To be completed if this is an SS7 interconnection.)

2.1 The CCS7 Access Service Connection (Type S) required for this service is provided by _____ (Enter appropriate provider, GTE or Other.)

2.1.1 If the CCS7 Access Service Connection (Type S) is provided by GTE, the facility charges are based on the _____ (Enter appropriate, GTOC or GSTC) FCC NO. 1 Tariff and are subject to change during the term of this Agreement.

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APPENDIX C
RATES AND CHARGES FOR
TRANSPORT AND TERMINATION OF TRAFFIC

TRANSPORT AND TERMINATION

End Office Switching	\$.00250
Tandem Switching	\$.00125

Where interconnection between the Parties is made at a GTE access tandem, the rate for Transport and Termination is the sum of the rate elements above and is reciprocal for local traffic exchanged between GTE and PrimeCo. Where interconnection between the Parties is made at a GTE end office, the rate for Transport and Termination is the End Office Switching rate above and is reciprocal for local traffic exchanged between GTE and PrimeCo. These rates are subject to adjustment in accordance with section 33 of Article III of this Agreement.

TRANSITING

Rate per transited MOU	\$.00125
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The transiting rate, which is the Tandem Switching rate, applies to all local MOUs exchanged between PrimeCo and another local carrier through facilities of GTE. This rate is subject to adjustment in accordance with section 33 of Article III of this Agreement.

BILLING FACTORS

Terminating Traffic Factors:	20%	PrimeCo
	80%	GTE
	100%	Total 2-way Usage

The Terminating Traffic Factors describe the level of local usage originating from one Party and terminating to the other Party as a percentage of total 2-way local traffic exchanged between the Parties. For example, a factor of 90% for GTE would mean that, of total 2-way local MOUs exchanged between GTE and PrimeCo, 90% originated from a PrimeCo wireless end user customer and terminated to a GTE end user customer. These factors are used to apportion flat rated transport facilities between the Parties and may be used where needed as a billing surrogate. These factors are subject to change based upon mutually acceptable traffic data on no less than a quarterly basis. If factors are not updated quarterly, the Parties shall use the last previously established factors.

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Transiting Factor: TBD% GTE Transited

The Transiting Factor is used to determine the amount of traffic to or from PrimeCo that transits the GTE network. The Transiting Factor is used when needed to quantify transiting traffic for billing purposes, i.e., when recorded billing data is not sufficiently available. When applied to PrimeCo originated traffic, the Transiting Factor determines the transiting traffic that was generated by PrimeCo (over and above the level of traffic that terminated to GTE). When applied to PrimeCo terminated traffic, the Transiting Factor determines the portion of traffic terminating to PrimeCo that was not originated by GTE (which was included in the level of traffic that terminated to PrimeCo). This factor is subject to change based upon mutually acceptable traffic data no more frequently than every three months. If the factor is not updated quarterly, the Parties shall use the last previously established factor. This factor is to be determined by the Parties if and when it is required for billing purposes.

PLU: 100%

The PLU describes the portion of local traffic exchanged between the Parties that both originated and terminated within the same local calling area (MTA). This factor applies to both originating and terminating MOUs.