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October 14, 2005

Mrs. Blanca S. Bayo
Director, Division of the Commission Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

050812-TP

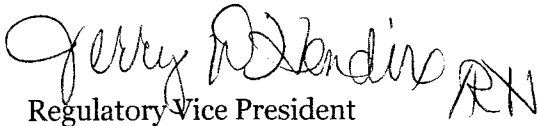
Re: Approval of Commercial Mobile Radio Services Agreement between BellSouth Telecommunications, Inc. and Metro PCS California/Florida, Inc.

Dear Ms. Bayo:

Please find enclosed for filing and approval, an original and two copies of the Interconnection, Unbundling, Resale and Collocation Agreement between BellSouth Telecommunications, Inc. (BellSouth) and Metro PCS California/Florida, Inc.

If you have any questions please do not hesitate to contact Robyn Holland at (850) 571-5551.

Very truly yours,


Regulatory Vice President

DOCUMENT NUMBER-DATE

09956 OCT 14 05

FPSC-COMMISSION CLERK

BELLSOUTH® / CLEC Agreement

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By and Between
BellSouth Telecommunications, Inc.
And
MetroPCS California/Florida, Inc.
MetroPCS Georgia, Inc.

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AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia Corporation, and MetroPCS California/Florida, Inc., in the state of Florida and MetroPCS Georgia, Inc. in the state of Georgia ("Carrier") a Delaware Corporation and shall be deemed effective as of September 23, 2005 (the "Effective Date"). This Agreement may refer to either BellSouth or Carrier or both as a "Party" or "Parties."

WITNESSETH

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, Carrier is a Commercial Mobile Radio Service ("CMRS") provider licensed by the Federal Communications Commission ("FCC") to provide CMRS in the state of Florida and Georgia; and

WHEREAS, the Parties wish to interconnect their facilities and exchange traffic for the purposes of fulfilling their obligations pursuant to sections 251 and 252 of the Telecommunications Act of 1996 and to replace any and all other prior agreements, both written and oral;

NOW, THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and Carrier agree as follows:

I. Definitions

A. Affiliate is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than 10 percent.

B. Commission is defined as the appropriate regulatory agency in each state of BellSouth's nine state region: Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

C. Local Traffic is defined for purposes of reciprocal compensation under this Agreement as: (1) any telephone call that originates on the network of Carrier within a Major Trading Area ("MTA") and terminates on the network of BellSouth in the same MTA and within the Local Access and Transport Area ("LATA") in which the call is handed off from Carrier to BellSouth, and (2) any telephone call that originates on the network of BellSouth that is handed off directly to Carrier in BellSouth's service territory and in the same LATA in which the call originates, and terminates on the network of Carrier in the MTA in which the call is handed off from BellSouth to Carrier. For purposes of this Agreement, LATA shall have the same definition as that contained in the Telecommunications Act of 1996, and MTA shall have the same definition as that contained in the FCC's rules. Traffic delivered to or received from an interexchange carrier is not Local Traffic.

D. Local Interconnection is defined as the delivery of Local Traffic to be terminated on each Party's local network so that end users of either Party have the ability to reach end users of the other Party without the use of any access code or substantial delay in the processing of the call.

E. Non-Local Traffic is defined as all traffic that is not Local Traffic or access services, as described in section VII of this Agreement

F. Point of Interconnection (POI) is defined as the physical geographic location(s), within BellSouth's service area within a LATA, at which the Parties terminate interconnection facilities for the origination and/or termination of traffic. This point establishes the technical interface, the test point(s), and the point(s) for operational division of responsibility between BellSouth's network and Carrier's network.

G. Telecommunications Act of 1996 ("Act') means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47, U.S.C. Section 1 et. seq.).

H. Third Party Carrier is any telecommunications carrier other than Carrier or BellSouth.

I. Transit Traffic is traffic originating on Carrier's network that is switched and/or transported by BellSouth and delivered to a Third Party Carrier's network, or traffic originating on a Third Party Carrier's network that is switched and/or transported by BellSouth and delivered to Carrier's network.

J. Type 1 Interconnection is a trunk side connection between a BellSouth end office and a Carrier's POI and provides the capability to access all BellSouth end offices within the LATA. Type 1 Interconnection is technically defined in

Telcordia Technical Reference GR-145-CORE, Issue 2 May 1998, as it may be amended or replaced from time to time.

K. Type 2A Interconnection are one-way or two-way connections that provide a trunk side connection between a BellSouth tandem switch and a Carrier's POI and provides access to all BellSouth end offices and Third Party Carriers subtending the BellSouth tandem. Type 2A Interconnection is technically defined in Telcordia Technical Reference GR-145-CORE, Issue 2 May 1998, as it may be amended or replaced from time to time.

L. Type 2B Interconnection are one-way or two-way connections that provide a high usage route between a BellSouth end office and a Carrier's POI and provides access to all BellSouth NXX codes homed in that specific end office and are provided in conjunction with Type 2A Interconnection. Type 2B Interconnection is technically defined in Telcordia Technical Reference GR-145-CORE, Issue 2 May 1998, as it may be amended or replaced from time to time.

II. Purpose

The Parties have entered into this Agreement consistent with all applicable federal, state and local statutes, rules and regulations in effect as of the date of its execution. The access and interconnection obligations contained herein enable Carrier to provide CMRS in those areas where it is authorized to provide such services within the nine state region of BellSouth.

III. Term of the Agreement

A. The term of this Agreement shall be three years, beginning on the Effective Date and shall apply to the BellSouth territory in the state(s) of Florida and Georgia. Notwithstanding any prior agreement of the Parties, the rates, terms and conditions of this Agreement shall not be applied retroactively prior to the Effective Date.

B. The Parties agree that by no earlier than one hundred and eighty (180) days prior to the expiration of this Agreement, either party may request negotiation of a successor agreement by written notice to the other Party. The date of this notice will be the starting point for the negotiation window under section 252 of the Act. If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in this Section B, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 U.S.C. 252.

C. Notwithstanding the foregoing and except as set forth in Section D. below,

in the event that, as of the date of the expiration of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and no arbitration proceeding has been filed in accordance with Section 252 of the Act, then either Party may terminate this Agreement upon sixty (60) days notice to the other Party. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to Carrier pursuant to BellSouth's then current standard Interconnection agreement or Carrier may exercise its rights under Section 252(i) of the Act.

D. If an arbitration proceeding has been filed in accordance with Section 252 of the Act and if the Commission does not issue its order prior to the expiration of this Agreement, this Agreement shall be deemed extended on a month-to-month basis until the Subsequent Agreement becomes effective. The terms of such Subsequent Agreement shall be effective as of the effective date stated in such Subsequent Agreement and shall not be applied retroactively to the expiration date of this Agreement unless the Parties agree otherwise. Neither Party shall refuse to provide services to the other Party during the negotiation of the Subsequent Agreement or the transition from this Agreement to the Subsequent Agreement.

IV. Methods of Network Interconnection

A. By mutual agreement of the Parties, trunk group arrangements between Carrier and BellSouth shall be established in accordance with subsection (B) of this section. Each Party will use commercially reasonable efforts to construct its network, including the interconnecting facilities, to achieve optimum cost effectiveness and network efficiency.

B. There are three methods of interconnecting facilities: (1) interconnection via facilities owned, provisioned and/or provided by either Party to the other Party; (2) physical collocation; and (3) virtual collocation where physical collocation is not practical for technical reasons or because of space limitations. Type 1, Type 2A and Type 2B interconnection arrangements shall be purchased from BellSouth's General Subscriber Services Tariff, Section A35, or, in the case of North Carolina, in the North Carolina Connection and Traffic Interchange Agreement effective June 30, 1994, as amended. Rates, terms and conditions for both virtual and physical collocation may be provided in a separate collocation agreement or tariff.

C. The Parties will accept and provide any of the preceding methods of interconnection. Reciprocal connectivity shall be established to at least one BellSouth tandem within every LATA Carrier desires to serve, or Carrier may elect to interconnect directly at an end office for interconnection to BellSouth end users served by that end office. Such interconnecting facilities shall conform, at

a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point after Carrier implements SS7 capability within its own network. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. The Parties' facilities shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling party number ID when technically feasible. In the event a Party interconnects via the purchase of facilities and/or services from the other Party, the appropriate intrastate tariff, as amended from time to time will apply. In the event that such facilities are used for two-way interconnection, the appropriate recurring charges for such facilities will be shared by the Parties based upon percentages of traffic on such facilities.

D. Nothing herein shall prevent Carrier from utilizing existing collocation facilities for local interconnection; provided, however, that if Carrier orders new facilities for interconnection or rearranges any facilities presently used for its alternate access business in order to use such facilities for local interconnection hereunder and a BellSouth charge is applicable thereto, BellSouth shall only charge Carrier the lower of the interstate or intrastate tariffed rate or promotional rate.

E. When the Parties provide an access service connection between an Interexchange Carrier ("IXC") and each other, each Party will provide its own access services to the IXC. If access charges are billed, each Party will bill its own access service rates to the IXC.

F. The ordering and provision of all services purchased from BellSouth by Carrier shall be as set forth in the BellSouth Telecommunications Wireless Customer Guide as that guide is amended by BellSouth from time to time during the term of this Agreement. This guide may be found, as of the effective date of this agreement, at the following URL: <http://www.interconnection.bellsouth.com/>

V. Interconnection Trunk Group Options

A. One-Way Trunk Group Arrangement

If the Parties mutually agree upon a one-way trunking arrangement, the following will apply:

BellSouth will provide and bear the cost of a one-way trunk group to provide for the delivery of Local Traffic from BellSouth to Carrier's POI within BellSouth's service territory and within the LATA, and Carrier will provide and bear the cost of trunk group's for the delivery of Carrier's originated Local Traffic and for the receipt and delivery of Transit Traffic

to each BellSouth tandem and end office at which the Parties interconnect.

B. Two-Way Trunk Group Arrangement

If the Parties mutually agree upon a two-way trunking arrangement, the following will apply:

BellSouth and Carrier will share the cost of the two-way trunk group carrying both Parties' traffic proportionally when purchased via the General Subscriber Services Tariff, Section A35, or, in the case of North Carolina, in the North Carolina Connection and Traffic Interchange Agreement effective June 30, 1994, as amended from time to time. BellSouth will bear the cost of the two-way trunk group for the portion of the facility utilized for the delivery of BellSouth originated Local Traffic to Carrier's POI within BellSouth's service territory and within the LATA (calculated based on the number of minutes of traffic identified as BellSouth's divided by the total minutes of use on the facility), and Carrier will provide and bear the cost of the two-way trunk group for all other traffic, including Transit Traffic.

- C.** If the Parties cannot agree upon a trunk group arrangement, BellSouth will provide and bear the cost of a one-way trunk group to provide for the delivery of Local Traffic from BellSouth to Carrier's POI within BellSouth's service territory and within the LATA. Carrier will provide and bear the cost of one-way or two-way trunk group(s) for the delivery of all Carrier's originated traffic, and also the delivery and receipt of Transit Traffic.

VI. Compensation and Billing

A. Local Traffic Compensation

Each Party will pay the other for terminating its Local Traffic on the other's network at the Local Interconnection rates as set forth in Attachment B1.1. These rates are reciprocal for mobile-to-land and land-to-mobile calls.

1. Local Traffic Measurement

- a.** If Carrier has recording capability, but recording limitations prohibit Carrier's ability to determine the amount of BellSouth originated Local Traffic terminated to Carrier over two-way multi-use facilities, then upon Carrier's written request to the Invoice Payment Center (IPC), BellSouth will provide to Carrier on a quarterly basis the percent of total terminating traffic to Carrier that was originated by BellSouth. Such percent will be used by Carrier to bill BellSouth for the BellSouth Local Traffic for the following quarter.

b. If Carrier has no recording capability and cannot determine the amount of BellSouth originated traffic terminated to Carrier, a mutually agreed upon methodology for reciprocal billing percentages for Local Traffic will be used.

c. BellSouth shall utilize actual traffic measurements as defined in Section VII below, if available, to classify and bill Carrier for Carrier's originated Local Traffic terminating to BellSouth. If BellSouth is unable to measure actual traffic, BellSouth shall apply the default percentage for local traffic to classify and bill traffic in accordance with Section VII.

2. The Parties' traffic on BellSouth's interLATA Extended Area Service (EAS) routes shall be considered Local Traffic and compensation for the termination of such traffic shall be pursuant to the terms of this section. EAS routes are those exchanges within a Basic Local Calling Area, as defined in Section A3 of BellSouth's General Subscriber Services Tariff.

B. Compensation For Facilities

1. Where one-way trunking is used, each Party will be solely responsible for the recurring and non-recurring cost of its facility up to the POI.

a. Where the Parties elect to utilize one-way trunking, Carrier will bear the cost for two-way interconnection facilities utilized for the delivery and receipt of Transit Traffic.

2. Where two-way trunking is mutually agreed upon, the Parties agree to share proportionately in the recurring costs of two-way interconnection facilities purchased via the General Subscriber Services Tariff, Section A35, or, in the case of North Carolina, in the North Carolina Connection and Traffic Interchange Agreement effective June 30, 1994, as amended from time to time.

a. To determine the amount of compensation due to Carrier for interconnection facilities with two-way trunking for the transport of Local Traffic originating on BellSouth's network and terminating on Carrier's network, Carrier will utilize the prior month's undisputed Local Traffic usage billed by BellSouth and Carrier to develop the percent of BellSouth originated Local Traffic.

b. BellSouth will bill Carrier for the entire cost of the facility. Carrier will then apply the BellSouth originated percent against the

Local Traffic portion of the two-way interconnection facility charges billed by BellSouth to Carrier. Carrier will invoice BellSouth on a monthly basis the proportionate cost for the facilities utilized by BellSouth.

c. Carrier will bear the cost for two-way interconnection facilities utilized for the delivery and receipt of Transit Traffic.

C. Billing

1. The charges for Local Interconnection shall be billed monthly and shall be paid within thirty (30) days of the bill date.

2. Charges for terminating traffic will be based upon the actual conversation minutes of use (MOUs) measured from receipt of answer supervision to receipt of disconnect supervision, with such time accumulated at the end of the billing period and rounded up to the next whole minute.

3. Billing disputes shall be handled pursuant to the terms of this section.

a. Each Party agrees to notify the other Party in writing upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. If the Parties are unable within the sixty (60) day period to reach resolution, then the aggrieved Parties may pursue dispute resolution in accordance with the terms of this Agreement.

b. For purposes of this Section, a billing dispute means a dispute of a specific amount of money actually billed by either Party. The dispute must be clearly explained by the disputing Party and supported by written documentation, which clearly shows the basis for disputing charges. A billing dispute will not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a billing dispute include the refusal to pay other amounts owed by the billed Party until the dispute is resolved. Claims by the billed Party for damages of any kind will not be considered a billing dispute for purposes of this Section. Once the billing dispute is resolved, the disputing Party will make immediate payment of any of the disputed amount owed to the billing Party or the billing Party shall have the right to pursue normal treatment procedures. Any credits due to the disputing Party pursuant to the billing dispute will be applied to the disputing Party's account by the billing Party immediately upon resolution of the dispute.

c. If a Party disputes a charge and does not pay such charge by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds that are not immediately available to the other Party, then a late payment charge shall be assessed. The Parties shall assess interest on previously assessed late payment charges only in a state where it has the authority pursuant to its tariffs.

4. Late payment charges shall be the lower of 1.5% per month or such other percent as specified by an appropriate state regulatory agency or required by law. For bills rendered by either Party for payment, the late payment charge for both Parties will apply on all unpaid, undisputed balances if not paid by the due date. All charges under this Agreement shall be billed within one (1) year from the time the charge was incurred; previously unbilled charges more than one (1) year old shall not be billed by either Party.

5. Deposit Policy. The Parties agree that the purpose of this Deposit is to provide assurance to BellSouth that timely payments for services performed and accurately billed are made by MetroPCS to BellSouth. The Parties also agree that the remedies of this Deposit Policy shall be applied in good faith and not under circumstances caused by an administrative error. BellSouth reserves the right to secure the accounts of new and existing carriers only as provided for pursuant to this section. Carrier, for purposes of this Section VI.C.5. is defined as MetroPCS Communications, Inc. or any entity authorized to conduct business as a CLEC in the state and does not include any parents or separate affiliates. Notice, for purposes of this Deposit Policy, is defined as written notification to the Chief Financial Officer, General Counsel, and Vice President of Line Cost Accounting of MetroPCS.

a. New Carriers and existing Carriers may satisfy the requirements of this section with a D&B credit rating of 5A1 or through the presentation of a payment guarantee executed by another existing carrier of BellSouth and with terms acceptable to BellSouth where said guarantor has a credit rating equal to 5A1. Upon request, Carrier shall complete the BellSouth credit profile and provide information, reasonably necessary, to BellSouth regarding creditworthiness.

b. With the exception of new Carrier with a D&B credit rating equal to 5A1, BellSouth may secure the accounts of all new Carriers as set forth in subsection d. In addition, new Carriers will

be treated as such until twelve months from their first bill/invoice date, and will be treated as existing Carriers thereafter.

c. If a Carrier has filed for bankruptcy protection within twelve (12) months of the Effective Date of this Agreement, BellSouth may treat Carrier, for purposes of establishing a security on its accounts as a new carrier as set forth in subsection g.

d. The security required by BellSouth shall take the form of cash, an Irrevocable Letter of Credit (BellSouth Form), Surety Bond (BellSouth Form), or in BellSouth's sole discretion, some other form of security proposed by Carrier. The amount of the security shall not exceed one months' estimated billing for services billed in advance and two months billing for services billed in arrears and if provided in cash, interest on said cash security shall accrue and be paid in accordance with the terms in the Commission approved General Subscriber Services Tariff (BellSouth's) for the appropriate state.

e. Any such security shall in no way release Carrier from the obligation to make complete and timely payments of its bill.

f. No security deposit shall be required of an existing Carrier who has a good payment history and meets two (2) liquidity benchmarks set forth below in Section f.2 and f.3. BellSouth may secure, pursuant to Section "i", the accounts of existing Carriers where an existing Carrier does not have a good payment history as defined in Section f(1). If an existing Carrier has a good payment history but fails to meet the two (2) liquidity benchmarks defined in Section f(2) and (3), BellSouth may secure the Carrier's accounts, pursuant to i.

f.(1) Payment history is based upon the preceding twelve (12) month period. A good payment history shall mean that less than ten percent (10%) of the non-disputed receivable balance is aged over thirty (30) days from the invoice/bill date at any given time. The existing Carrier's payment history shall be predicated on net-thirty (30) day terms from the invoice/bill date. Only good faith disputes submitted to BellSouth pursuant to the procedures set forth in the parties' interconnection agreement, as amended, will be considered in determining the "non-disputed receivable balance". If an invoice/bill is delivered electronically, and such electronic invoice/bill is transmitted by BellSouth more than ten (10) business days after the invoice/bill date, the calculation of Carrier's payment history as

to said invoice shall be on net-thirty (30) day terms from the date the invoice/bill is transmitted for such invoice/bill.

f.(1).a If Carrier fails to comply with the requirements of this Section f(1) BellSouth will provide Carrier with three (3) business days Notice of default of this Section (1). If Carrier fails to either cure said default, or to demonstrate that there is no default, within the three (3) business days notice period, BellSouth may secure Carrier's account(s) pursuant to Section i.

f.(2) The existing Carrier's liquidity status, based upon a review of EBITDA, is EBITDA positive for the prior four (4) quarters of reported financials excluding any nonrecurring charges or special restructuring charges. EBITDA means, for any period, the sum determined on a Consolidated basis, of (a) net income, (b) interest expense, (c) income tax expense, (d) depreciation expense, (3) amortization expense, and (f) the aggregate of all non-cash deducted in arriving at net income in clause (a) above, as long as this information is available in publicly available financial data audited annually by a domestic Certified Public Accountant, including, but not limited to, asset impairment charges and any restructuring charges.

f.(3) The existing Carrier has a current bond rating of BBB or above or Carrier has no bond rating or a current bond rating between CCC and BB and meets the following criteria for the reported financials of the last Fiscal Year End, audited by a domestic Certified Public Accountant ("Last Fiscal Year End"), and for the prior four (4) quarters of reported financials on a cumulative basis.

f.(3).a Positive cash flow from operations minus cash dividends. Negative cash flow from operations directly due to one-time charges from merger and acquisitions or other extraordinary items will not automatically act as a trigger for a deposit. Carrier will disclose the nature and amount of such charges to BellSouth, and BellSouth will review such amounts and shall waive this condition if exclusion of such items would result in positive cash flow from operations, and Carrier has adequate cash or liquidity to fund such adjustments.

f.(3).b Positive tangible net worth;

f.(3).c Carrier is compliant with all financial maintenance covenants.

g. If Carrier files for bankruptcy protection during the term of this Agreement, Carrier acknowledges that BellSouth is entitled to adequate assurance of payment in the form of a deposit of one months' estimated billing for services billed in arrears or other means of security during the pendency of the bankruptcy proceeding. Upon confirmation of the reorganization plan and the emergence of Carrier from bankruptcy, if BellSouth's agreements were not cured one hundred percent (100%) and BellSouth incurred a loss on the pre-petition account of Carrier of the bankruptcy, Carrier shall be treated as a new carrier, as "new Carrier" is treated under this section, for a period of one (1) year in regard to BellSouth's right to secure the accounts of Carrier.

h. Upon notice of default of a bank (or other loan provider's) financial maintenance covenant and upon Carrier's failure to either cure or obtain a waiver from such default within seven (7) calendar days of notice, BellSouth may utilize the remedies set forth in subsection i unless Carrier can demonstrate to the reasonable satisfaction of BellSouth that Carrier has ample liquidity to fund said debt should the debt payment obligation become accelerated.

i. If, at any time during the term of this Agreement, Carrier fails to comply with the requirements of Section f or h, BellSouth shall provide Notice to Carrier of its intent to implement this subsection i.

i.(1) Upon receipt of notice, Carrier shall pay all current amounts by due date and pay past due non-disputed amounts immediately. Carrier shall also immediately pay disputed amounts to the extent the amount in dispute is greater than thirty percent (30%) of total charges for the current month. Carrier shall thereafter pay the charges for future services billed by BellSouth pursuant to an accelerated payment schedule, which shall provide for half of the charges to be paid within fifteen (15) days of invoice/bill date and the remainder to be paid within thirty (30) days of invoice bill/date. If an invoice/bill is delivered electronically for future services, and such electronic invoice/bill is transmitted more than ten (10) business days from invoice/bill date, the accelerated payment schedule will be adjusted for said invoice/bill and shall provide for half of the charges to be paid within fifteen (15) days of said invoice/bill transmit date and the remainder to be paid within thirty (30) days of said invoice/bill transmit date. Further,

Carrier shall pay all disputed amounts to the extent the amount in dispute is greater than thirty percent (30%) of the total charges for the current month, within the accelerated payment schedule timeframe. If paid disputed amounts are resolved in the Carrier's favor, the Carrier will be issued a credit for the resolved amount and BellSouth shall credit Carrier's account for accrued interest at the same rate of interest that BellSouth assesses under its tariffs for late payment. Carrier shall make all payments from readily available funds by wire transfer or some other equivalent electronic means. If Carrier fails to comply with the requirement of this Section i.1, BellSouth will provide Carrier with three (3) business days Notice of default of this Section. If Carrier fails to either cure said default, or to demonstrate that there is no default, within the three (3) business days notice period, BellSouth may secure Carrier's accounts pursuant to Section i.(2).

i.(2) If Carrier defaults on above Section i.(1), then BellSouth may secure accounts with a one (1) month deposit of average billing services billed in advance and two (2) months billing for services billed in arrears during prior six (6) month period. Said deposit shall be paid to BellSouth within thirty (30) days from the date of BellSouth Notice pursuant to i.(2). The security required by BellSouth shall take the form of cash, an irrevocable Letter of Credit (BellSouth Form), Surety Bond (BellSouth Form), or, in BellSouth's sole discretion, some other form of security proposed by Carrier. If the amount of security is provided in cash, interest on said cash security shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. If Carrier fails to comply with the requirements of this Section i.(2), BellSouth will provide Carrier with three (3) business days notice of default of this Section i.(2). If Carrier fails to cure said default within the three (3) business days notice period, BellSouth shall have the right to begin immediate termination of services provided under this Agreement without regard to any other provision contained within this Agreement.

j. Once a deposit is provided to BellSouth by Carrier under any criterion, if, after twelve (12) months, Carrier meets the criterion specified in above Section f, the deposit and all interest will be applied to Carrier's account. If at any time subsequent to the return of a deposit, Carrier evinces a poor payment history or fails to satisfy the conditions set forth in this deposit policy, BellSouth may require a security deposit.

k. In the event BellSouth demands a deposit from Carrier and Carrier can show that BellSouth's demand is contrary to the terms and intent of this Section VI.C.5., Carrier reserves its rights to seek Commission review of BellSouth's deposit demand.

6. Notwithstanding the foregoing, if either Party delays payment of an undisputed invoice pursuant to Section VI.A or VI.B of this Agreement more than ninety (90) days following the payment due date, the other Party may, upon written notice to the other Party ("Setoff Notice"), satisfy such undisputed invoice and associated late payment charges by setting off the amount of such invoice and associated late payment charges against any amount owed to the other Party pursuant to Section VI.A and VI.B of this Agreement if such undisputed invoice remains unpaid for thirty (30) days after the date of the Setoff Notice; provided, however, that this provision shall only apply if, within six (6) months before a Setoff Notice, such Party has failed to pay at least two (2) undisputed invoices for more than ninety (90) days following their respective payment due dates.

VII. Non-Local Traffic Interconnection and Compensation

A. For terminating its Non-Local Traffic on the other Party's network, each Party will pay either the access charges described in paragraph (B) hereunder or the transit charges described in paragraph (C) hereunder, as appropriate.

B. For originating and terminating intrastate or interstate interMTA Non-Local Traffic, each Party shall pay the other BellSouth's intrastate or interstate, as appropriate, switched network access service rate elements on a per minute of use basis, which are set out in BellSouth's Intrastate Access Services Tariff or BellSouth's Interstate Access Services Tariff as those tariffs may be amended from time to time during the term of this Agreement.

C. If Non-Local Traffic originated by Carrier is delivered by BellSouth for termination to the network of a Third Party Carrier, then BellSouth will bill Carrier and Carrier shall pay the per minute transit charge as follows: (1) In Florida, on an interim basis, BellSouth shall bill Carrier and Carrier shall pay the transit charge set forth in BellSouth's General Subscriber Services Tariff, Section A16, subject to true-up back to the Effective Date of this Agreement, or such later date as ordered by the Florida Public Service Commission, in accordance with its order in Docket No. 050119-TP or such other docket that establishes the rate contemplated in Order No. PSC-05-0517-PAA-TP, dated May 11, 2005; (2) In Georgia, on an interim basis, BellSouth shall bill Carrier and Carrier shall pay the transit charge of \$.0025, subject to true-up back to the Effective Date of this Agreement, or such later date as ordered by the Georgia Public Service Commission, in accordance with its order in Docket No. 16772-U or such other docket that establishes the rate contemplated in the Commission's Order in such

Docket dated March 23, 2005. In the event that the Commission orders a true-up for the period prior to the Effective Date of this Agreement, whether such true-up is required for such period and the manner of any such true-up shall be determined pursuant to the prior interconnection agreement between the Parties and the applicable Commission order. The Transit Charge is in addition to any charges that BellSouth may be obligated to pay to the Third Party Carrier ("Third Party Termination Charges"). Third Party Termination Charges may change during the term of this Agreement, and the appropriate rate shall be the rate in effect when the traffic is terminated. BellSouth shall not deliver Transit Traffic to Carrier for termination to a Third Party Carrier and, therefore, Carrier shall not bill BellSouth any transit charges. Transit Traffic transiting BellSouth's network to Carrier is not Local Traffic and Carrier shall not bill BellSouth for Transit Traffic transiting BellSouth's network. In addition, Traffic received by BellSouth from an interexchange carrier for delivery to Carrier is not Local Traffic and Carrier shall not bill BellSouth for such traffic. Except for Type 1 originated Transit Traffic, Carrier shall deliver its originated Transit Traffic to a BellSouth tandem and not to a BellSouth end office.

D. Where technically possible, BellSouth shall periodically measure actual traffic measurements and shall apply such measurements to classify and bill traffic. BellSouth may conduct quarterly reviews of Carrier's actual traffic measurements and shall subsequently update the percentages for the aforementioned categories accordingly.

E. For Carriers that have elected to exchange traffic with BellSouth on Type 1 facilities only, the Parties may agree upon a surrogate method of classifying and billing such traffic, taking into consideration territory served (e.g., MTA boundaries, LATA boundaries and state boundaries) and traffic routing of the Parties, and such method shall replace the default percentages set forth above.

VIII. Access To Poles, Ducts, Conduits, and Rights of Way

BellSouth will provide nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth pursuant to 47 U.S.C § 224, as amended by the Act, pursuant to terms and conditions of a license agreement negotiated with BellSouth.

IX. Access to 911/E911 Emergency Network

A. BellSouth and Carrier recognize that 911 and E911 services were designed and implemented primarily as methods of providing emergency services to fixed location subscribers. While BellSouth and Carrier recognize the need to provide "911-like" service to mobile subscribers, both Parties recognize that current technological restrictions prevent an exact duplication of the

services provided to fixed location customers. BellSouth will route "911-like" calls received from Carrier to the emergency agency designated by Carrier for such calls. Carrier will provide the information necessary to BellSouth so that each call may be properly routed and contain as much pertinent information as is technically feasible.

B. BellSouth and Carrier recognize that the technology and regulatory requirements for the provision of "911-like" service by CMRS carriers are evolving and agree to modify or supplement the foregoing in order to incorporate industry accepted or regulatory mandated technical improvements to comply with applicable regulatory requirements.

X. Access to Telephone Numbers

Carrier is responsible for interfacing with the North American Numbering Plan administrator for all matters dealing with dedicated NXXs. BellSouth will cooperate with Carrier in the provision of shared NXXs where BellSouth is the service provider.

XI. Local Number Portability

The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. PNP is currently being worked in industry fora. The results of these fora will dictate the industry direction of PNP. BellSouth will provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.

XII. Access to Signaling and Signaling Databases

A. BellSouth will offer to Carrier use of its signaling network and signaling databases at BellSouth's published tariffed rates. Signaling functionality will be available with both A-link and B-link connectivity.

B. Where interconnection is via B-link connections, charges for the SS7 interconnection elements are as follows: 1) Port Charge - BellSouth shall not bill an STP port charge nor shall BellSouth pay a port charge; 2) SS7 Network Usage - BellSouth shall bill its tariffed usage charge and shall pay usage billed by the Carrier at rates not to exceed those charged by BellSouth; 3) SS7 Link - BellSouth will bill its tariffed charges for only two links of each quad ordered. Application of these charges in this manner is designed to reflect the reciprocal use of the Parties' signaling networks. Where interconnection is via A-link connections, charges for the SS7 interconnection elements are as follows: 1) Port Charge - BellSouth shall bill its tariffed STP port charge but shall not pay a termination charge at the Carrier's end office; 2) SS7 Network Usage - BellSouth shall bill its tariffed usage charge but shall not pay for any usage; 3) SS7 Link -

BellSouth shall bill its tariffed charges for each link in the A-link pair but shall not pay the Carrier for any portion of those links.

XIII. Network Design and Management

A. The Parties will work cooperatively to install and maintain reliable interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. BellSouth will provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

B. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.

C. The Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls to alleviate or prevent network congestion.

1. BellSouth Identified Tandem Exhaust - If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support traffic loads for any period of time, the Parties will mutually agree on an end office trunking and alternate tandem plan that will alleviate the tandem capacity shortage and ensure completion of traffic between Carrier and BellSouth.

a. If because of capacity issues, including but not limited to port capacity and processing capacity, at a BellSouth tandem at which the Parties are interconnected, BellSouth requests that Carrier disconnect one (1) or more trunks being used by Carrier to deliver traffic to such tandem and order replacement Type 2B trunks, BellSouth will provide the necessary transport facilities past the tandem for Carrier to provide Type 2B interconnection and BellSouth shall waive the recurring and nonrecurring facility charges for such facilities from the tandem to the end office, provided however, that Carrier agrees to compensate BellSouth for the necessary interconnections facilities to the POI and for usage associated with such interconnection facilities. BellSouth will use commercially reasonable efforts to honor Carrier's requests for interconnection facilities at the tandem of its choice on a first come first serve basis, subject to binding forecasts submitted by other entities. Except as expressly provided herein, any other reconfiguration of Carrier's then existing interconnection

arrangement as a result of such capacity issues at a BellSouth tandem shall be by mutual agreement only.

b. At the option of Carrier, BellSouth and Carrier shall mutually agree to schedule planning sessions twice a year or on an as needed basis dependent on tandem exhaust issues that may arise. As part of the planning sessions, Carrier will notify BellSouth of anticipated requirements for the next year to allow BellSouth to review its capacity requirements in light of Carrier's needs.

2. Tandem Traffic Volume – Where multiple BellSouth tandems exist within a LATA, and where either Party has the capability to measure the amount of traffic between Carrier's switch and an interconnected BellSouth tandem, then in the event that the amount of traffic delivered to end offices that sub-tend another specific BellSouth tandem in the same LATA exceeds two (2) DS1's (624,000 minutes of use) level of traffic per month for two (2) consecutive months, then Carrier shall install and retain interconnection trunks to such tandem, in addition to the existing BellSouth tandem interconnection(s).

3. End Office Traffic Volume – Where either Party has the capability to measure the amount of traffic between Carrier's switch and a specific BellSouth end office, in the event that the amount of traffic Carrier delivers to that end office exceeds one (1) DS3's (6 million minutes of use) level of traffic per month for two (2) consecutive months, then Carrier shall have three (3) months to install and retain Type 2B interconnection trunks to such end office, after receiving pricing information from BellSouth.

D. Interconnection reconfigurations will have to be considered individually as to the application of a charge. Notwithstanding the foregoing, the Parties do intend to charge non-recurring fees for any additions to, or added capacity to, any facility or trunk purchased. Parties who initiate SS7 STP changes may be charged authorized non-recurring fees from the appropriate tariffs.

E. The Parties will provide Common Channel Signaling (CCS) information to one another, where available and technically feasible, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification (ANI), originating line information (OLI) calling party category, charge number, etc. All privacy indicators will be honored, and the Parties agree to cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of CCS-based features between the respective networks.

F. For network expansion, the Parties will review engineering requirements on a periodic basis and establish forecasts for trunk utilization as required by Section IV of this Agreement. New trunk groups will be implemented as stated by engineering requirements for both Parties.

G. The Parties will provide each other with the proper call information, including all proper translations for routing between networks and any information necessary for billing where BellSouth provides recording capabilities. This exchange of information is required to enable each Party to bill properly.

XIV. Auditing Procedures

Upon thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the Parties. The Parties will retain billing information for a minimum of nine months from which the actual percentages of use, as described in Section VII, can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. The applicable percentages shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit.

XV. Liability and Indemnification

A. EXCEPT AS OTHERWISE PROVIDED FOR IN THIS AGREEMENT OR IN THIS SECTION XV, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, PUNITIVE, OR SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY THE OTHER PARTY), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT.

In the event that Carrier consists of two (2) or more separate entities as set forth in this Agreement and/or any amendment hereto, all such entities shall be jointly and severally liable for the obligations of Carrier under this Agreement.

B. Neither Party shall be liable to the other for any act or omission of any other telecommunications company providing a portion of a service under this Agreement.

C. Neither Party is liable for damages to the other Party's terminal location, Point of Interface (POI), equipment, nor customer's premises resulting from the furnishing of a service, including but not limited to the installation and removal of equipment and associated wiring, unless the damage is caused by a Party's gross or willful negligence or intentional misconduct.

D. Each Party shall be indemnified, defended and held harmless by the other Party against any claim, loss or damage arising from the other Party's acts or omissions under this Agreement, including without limitation: 1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the other Party's own communications; 2) Claims for patent infringement arising from combining or using the service furnished by either Party in connection with facilities or equipment furnished by either Party or either Party's customer; 3) any claim, loss, or damage claimed by a customer of either Party arising from services provided by the other Party under this Agreement; or 4) all other claims arising out of an act or omission of the other Party in the course of using services provided pursuant to this Agreement. Each Party's liability to the other for any loss, cost, claim, injury or liability or expense, including reasonable attorney's fees relating to or arising out of any negligent act or omission in its performance of this Agreement whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.

E. A Party may, in its sole discretion, provide in its tariffs and contracts with its Customer and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to Customer or third Party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such Loss and (ii) Consequential Damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a Loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such Loss.

F. Under no circumstance shall a 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, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the Services, or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.

G. Notwithstanding any other provision of this Agreement, claims for damages by Carrier or Carrier's clients or any other person or entity resulting from the gross negligence or willful misconduct of BellSouth shall not be subject to such limitation of liability.

H. Notwithstanding any other provision of this Agreement claims for damages by BellSouth or any other person or entity resulting from the gross negligence or willful misconduct of Carrier shall not be subject to such limitation of liability.

I. Neither Party assumes liability for the accuracy of the data provided to it by the other Party.

J. No license under patents (other than the limited license to use) is granted by either Party or shall be implied or arise by estoppel, with respect to any service offered pursuant to this Agreement.

K. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY 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.

L. The obligations of the Parties contained within this section XV shall survive the expiration of this Agreement.

XVI. Modification of Agreement

A. BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to Carrier any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252, provided a minimum of six months remains on the term of such agreement. The Parties shall adopt all rates, terms and conditions

concerning such other interconnection, service, or network element and any other rates, terms and conditions that are interrelated or were negotiated in exchange for or in conjunction with the interconnection, service or network element being adopted. The adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement. The term of the adopted agreement or provision shall expire on the same date as set forth in the agreement that was adopted.

B. If Carrier changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of Carrier to notify BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.

C. 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.

D. Execution of this Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).

E. In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of Carrier or BellSouth to perform any material terms of this Agreement, Carrier or BellSouth may, on thirty (30) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in Section XX.

XVII. Taxes and Fees

A. Definition: For purposes of this section, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) which are imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefor.

B. Taxes And Fees Imposed Directly On Either Providing Party Or Purchasing Party.

1. Taxes and fees imposed on the providing Party, which are neither permitted nor required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.
2. Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.

C. Taxes And Fees Imposed On Purchasing Party But Collected And Remitted By Providing Party.

1. Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.
2. To the extent permitted by applicable law, any such taxes and fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
3. If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party shall have the right, at its own expense, to contest the same in good faith, in its own name or on the providing Party's behalf. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the governmental authority.
4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be

responsible for such payment and shall be entitled to the benefit of any refund or recovery.

5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

6. Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

7. Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a governmental authority; such notice to be provided at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

8. The Purchasing Party shall have the right, at its own expense, to claim a refund or credit, in its own name or on the Providing Party's behalf, of any such tax or fee that it determines to have paid in error, and the Purchasing Party shall be entitled to any recovery thereof.

D. Taxes And Fees Imposed On Providing Party But Passed On To Purchasing Party.

1. Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.

2. To the extent permitted by applicable law, any such taxes and fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

3. If the purchasing Party disagrees with the providing Party's determination as to the application or basis of any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee and with respect to whether to contest the imposition of such tax or

fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes or fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.

4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

6. Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

7. Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a governmental authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

E. Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

XVIII. Treatment of Proprietary and Confidential Information

A. It may be necessary for BellSouth and Carrier, each as the "Discloser," to provide to the other Party, as "Recipient," certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Information"). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, shall be reduced to writing by the Discloser within forty-five (45) days thereafter, and shall be clearly marked with a confidential or proprietary legend.

B. Use and Protection of Information. Recipient agrees to protect such Information of the Discloser provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except employees of Recipient with a need to know such Information solely in conjunction with Recipient's analysis of the Information and for no other purpose except as authorized herein or as otherwise authorized in writing by the Discloser. Recipient will not make any copies of the Information inspected by it.

C. Exceptions. Recipient will not have an obligation to protect any portion of the Information which:

(a) is made publicly available by the Discloser or lawfully by a nonparty to this Agreement; (b) is lawfully obtained by Recipient from any source other than Discloser; (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient.

D. Recipient agrees to use the Information solely for the purposes of negotiations pursuant to 47 U.S.C. 251 or in performing its obligations under this Agreement and for no other entity or purpose, except as may be otherwise agreed to in writing by the Parties. Nothing herein shall prohibit Recipient from providing information requested by the Federal Communications Commission or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration or an allegation of failure to negotiate in good faith.

E. Recipient agrees not to publish or use the Information for any advertising, sales promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliates.

F. The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, or application which is now or may hereafter be owned by the Discloser.

G. Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section XVIII shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

H. 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 Carrier, 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 non-performance and both Parties shall proceed whenever such causes are removed or cease.

XIX. Resolution of Disputes

Except for procedures that outline the resolution of billing disputes which are set forth in Section VI of this Agreement or as otherwise set forth in this Agreement, each Party agrees to notify the other Party in writing of a dispute concerning this Agreement. If the Parties are unable to resolve the issues relating to the dispute in the normal course of business then, to the extent a Party desires to pursue resolution of the dispute, either Party shall file a complaint with the Commission or FCC to resolve such issues or, as explicitly otherwise provided for in this Agreement, may proceed with any other remedy pursuant to law or equity as provided for in this Section XIX.

1. Except as otherwise stated in this Agreement and except for such matters which lie outside the jurisdiction or expertise of the Commission or FCC, if any dispute arises as to the enforcement of terms and conditions of this Agreement, and/or as to the interpretation of any provision of this Agreement, the aggrieved Party, to the extent seeking resolution of such dispute, must seek such resolution before the Commission or the FCC in accordance with the Act. Each

Party reserves any rights it may have to seek judicial review of any ruling made by the Commission or the FCC concerning this Agreement. Either Party may seek expedited resolution by the Commission or the FCC. During any Commission or FCC proceeding related to the enforcement or interpretation of this Agreement, each Party shall continue to perform its obligations under this Agreement except to the extent that it may be expressly relieved of any such obligation by an order of the Commission, the FCC or a court of competent jurisdiction, entered in such proceeding provided, however, that neither Party shall be required to act in an unlawful fashion.

2. Except to the extent the Commission or FCC is authorized to grant temporary equitable relief with respect to a dispute arising as to the enforcement of terms and conditions of this Agreement, and/or as to the interpretation of any provision of this Agreement, this Section XIX shall not prevent either Party from seeking any temporary equitable relief, including a temporary restraining order, in a court of competent jurisdiction.

3. In addition to Sections XIX.1 and XIX.2 above, each Party shall have the right to seek legal and equitable remedies on any and all legal and equitable theories in any court of competent jurisdiction for any and all claims, causes of action, or other proceedings not arising: (i) as to the enforcement of any provision of this Agreement, or (ii) as to the interpretation of this Agreement under applicable federal or state telecommunications law. Moreover, if the Commission or the FCC would not have authority to grant an award of damages or other relief after issuing a determination in connection with a dispute under this Agreement, either Party may pursue such damages or other relief in any court of competent jurisdiction after such Commission or FCC determination.

4. If either Party commences a proceeding at the Commission or the FCC seeking enforcement or interpretation of this Agreement and the FCC or Commission does not resolve the dispute, in whole or in part, due to lack of jurisdiction on the part of the FCC or Commission, the Parties agree that any applicable statute of limitations within which an action may be brought in a court of competent jurisdiction with respect to the dispute, or part of the dispute, over which the Commission or FCC does not have jurisdiction and which is the subject of such Commission or FCC proceeding shall be tolled during the pendency of such Commission or FCC proceeding.

5. Nothing in this Section XIX shall be construed as an acknowledgement, consent or agreement by Carrier to any exercise of jurisdiction over Carrier or its operations by the Commission except for the limited purposes set forth in this Section XIX nor shall anything in this Section XIX be construed as an acknowledgement, consent or agreement by either Party to any exercise of jurisdiction or authority or any grant of relief by the Commission or the FCC that

the Commission or the FCC, as the case may be, would lack jurisdiction or authority to exercise or grant in the absence of this Section XIX.

XX. Waivers

Any failure or delay by either Party to insist upon the strict performance by the other Party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

XXI. Assignment

Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate of the Party without the consent of the other Party; provided, however, that the assigning Party shall notify the other Party in writing of such assignment thirty (30) days prior to the effective date thereof. The Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations. Notwithstanding anything to the contrary in this Section, Carrier shall not assign this Agreement to any Affiliate or non-affiliated entity unless either (1) Carrier pays all bills, past due and current, under this Agreement, or (2) Carrier's assignee expressly assumes liability for payment of such bills.

XXII. Amendment

This Agreement may not be amended in any way except upon written consent of the Parties.

XXIII. Severability

In the event that any provision of this Agreement shall be held invalid, illegal, or unenforceable, in any respect under any statute, regulatory requirement, or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality or unenforceability, and the Parties shall negotiate in good faith to reformulate such invalid, illegal or unenforceable provision to as closely reflect the original intent of the Parties as possible, consistent with applicable law, and to effectuate such

remaining provisions hereof as may be valid without defeating the original intent of such provisions.

XXIV. Survival

Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a Party under the provisions regarding indemnification, confidential information, limitations of liability and any other provisions of this Agreement which, by their terms, are contemplated to survive (or be performed after) termination of this Agreement, shall survive expiration or termination thereof.

XXV. Governing Law

Where applicable, this Agreement shall be governed by, and construed in accordance with federal and state substantive telecommunications law, including rules and regulations of the FCC and the appropriate state regulatory commission. In all other respects, this Agreement shall be governed by and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles.

XXVI. Arm's Length Negotiations

This Agreement was executed after arm's length negotiations between the undersigned Parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all Parties. No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

XXVII. Filing of Agreement

Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, Carrier shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by Carrier.

XXVIII. Notices

A. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person, via overnight mail, or given by postage prepaid mail, address to:

**BellSouth Telecommunications,
Inc.**

**MetroPCS California/Florida, Inc.
MetroPCS Georgia, Inc.**

:

675 W. Peachtree St. N.E.
Suite 4300
Atlanta, Georgia 30375
Attn: Legal Dept. "Wireless " Attorney
Fax number: 404-614-4054

And:

Assistant Director-Wireless Interconnection
3535 Colonnade Parkway
Room W1A – North Bldg.
Birmingham, Alabama 35243
Fax number: 205-977-7692

MetroPCS California/Florida, Inc.
1401 NW 136th Avenue
Suite 304
Sunrise, FL
Attn: VP of Finance
Fax number: (954) 838-8354

MetroPCS Georgia, Inc.
2990 Gateway Drive
Suite 950
Norcross, GA 30071
Attn: VP of Finance - Craig Benn
Fax: (770) 263-9266

And:

8144 Walnut Hill Lane
Suite 800
Dallas, Texas 75231
Attn: Carrier Relations
Fax number: (972) 860-2682

or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

B. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails; and by overnight mail, the day after being sent.

C. Notwithstanding the foregoing, BellSouth may provide Carrier notice via Internet posting of changes to business processes and policies, notices of new service offerings, and changes to service offerings not requiring an amendment to this Agreement and any other information of general applicability.

XXIX. Headings of No Force or Effect

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

XXX. Multiple Counterparts

This Agreement may be executed multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

XXXI. Compliance with Applicable Law

Each Party shall comply at its own expense with applicable law.

XXXII. Entire Agreement

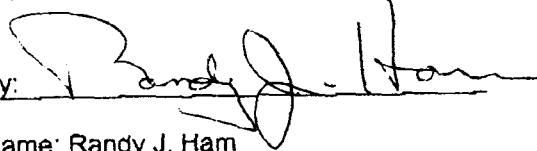
This Agreement and its Attachments, attached hereto and incorporated herein by this reference, all of which, when taken together, are intended to constitute one indivisible agreement. This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them. Any orders placed under prior agreement between the Parties shall be governed by the terms of this Agreement and Carrier acknowledges that and agrees that any and all amounts and obligations owed under prior agreements between the Parties shall be due and owing under this Agreement and be governed by the terms and conditions of this Agreement as if such services were provisioned or requested under this Agreement. Neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby. In the event of any conflict between the term(s) of this Agreement and those of an applicable tariff, the terms of this Agreement shall control.

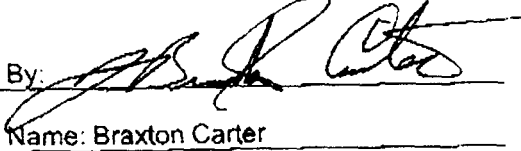
Signature Page

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

**BellSouth Telecommunications,
Inc.**

**MetroPCS California/Florida, Inc.
MetroPCS Georgia, Inc.**

By: 

By: 

Name: Randy J. Ham
Title: Assistant Director –
Wireless Interconnection

Name: Braxton Carter
Title: Senior Vice President and CFO

Date: 9/23/05

Date: 9/20/05

BELLSOUTH ESCALATION CONTACTS				
4TH STEP ASST. VP	Jerry Hendrix	404 927-7503	Jerry.Hendrix@bellsouth.com	675 W Peachtree St N Ste 34S91 Atlanta, GA 30375
3RD STEP DIRECTOR	Suzie Lavett	205 321-4700	Suzie.Lavett@bellsouth.com	600 N. 19th St 8th Floor Birmingham, AL 35203
2ND STEP ASST DIRECTOR	Dan Magee	205 321-2092	Dan.Magee@bellsouth.com	600 N. 19th St 8th Floor Birmingham, AL 35203
1ST STEP MANAGER	Suzane Cox	205 321-2109	Suzane.Cox@bellsouth.com	600 N. 19th St. 8th Floor Birmingham, AL 35203

Attachment A

Affiliates

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**ATTACHMENT B
RATES**

CMRS Local Interconnection Rates

**B1.1
(Per Minute of Use)**

All BellSouth States	TYPE 1 End Office Switched	Type 2A Tandem Switched	Type 2B Dedicated End Office
June 15, 2004 through current term of this Agreement, unless the FCC approves a rate other than that reflected herein.	0.0007	0.0007	0.0007

B1.2

Mobile originated IntraMTA traffic over Type 1, Type 2A and Type 2B trunks, which terminate at BellSouth Tandems (Local or Access) and/or BellSouth End Offices, **without recording capability**, may be billed in either of two ways:

- 1.) Carrier may choose to be billed a surrogate usage rate, on a per voice grade trunk basis, for mobile originated Traffic completed over one-way outward or two way trunks OR;
- 2.) Carrier may choose to provide Traffic data in a company prescribed format to be used for billing purposes. If the Carrier chooses to provide Traffic data, then the detail level provided must be in accordance with BellSouth reasonable requirements. Traffic data must be provided no more than 30 days in arrears from the close of the normal billing cycle. Carriers' provided Traffic data will be billed at the rates prescribed above in **B1.1** of this attachment. If the Traffic data is not received in the BellSouth prescribed format in the specified time period, the surrogate usage rate (shown in table **B1.2** below) will be applied. Surrogate Usage for IntraMTA mobile originated Traffic, which terminates in BellSouth's local service area, shall be billed at a per voice grade trunk level rate as follows:

B1.2

Surrogate Usage Rates (per voice grade trunk level)

All BellSouth States	TYPE 1 End Office Switched	Type 2A Tandem Switched	Type 2B Dedicated End Office
June 15, 2003 through June 14, 2004	\$9.10	\$9.10	\$6.30
June 15, 2004 through current term of this Agreement, unless the FCC approves a rate other than that reflected herein	\$9.10	\$9.10	\$6.30